

06-07-2001



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment Security

License Change of Name

Merger Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

03 09 2001

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

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Name (line 1)

Name (line 2)

Address (line 1)

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City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address Area Code and Telephone Number (314) 259-2619

Name Daniel A. Crowe, Esq.

Address (line 1) Bryan Cave LLP

Address (line 2) 211 North Broadway

Address (line 3) Suite 3600

Address (line 4) St. Louis, Missouri 63102

Pages Enter the total number of pages of the attached conveyance document including any attachments # 7

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property.)

Patent Application Number(s)			Patent Number(s)		
			5,201,473		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties Enter the total number of properties involved # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-4467

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein

Daniel A. Crowe  5/31/01

Name of Person Signing Signature Date Signed

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CENTRAL FIBER CORPORATION, a Kansas corporation (the "**Grantor**"), having its chief executive office at 4814 Fiber Lane, Wellsville, Kansas 66091, is the owner of all right, title and interest in and to the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, set forth on Schedule A attached hereto;

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications, patents, and any and all goodwill associated therewith, described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Trademark, Patent and Copyright Security Agreement, dated as of March 14, 2001, between the Grantor and the Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) all of Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of Grantor's rights, title and interest in and to the patents (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security

Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 9 day of March, 2001.

GRANTOR:

CENTRAL FIBER CORPORATION,
a Kansas corporation

By: Donald W. Meeker
Name: Donald W. Meeker
Title: President and CEO

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the ____ day of March, 2001.

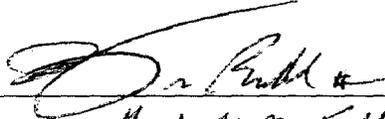
GRANTOR:

CENTRAL FIBER CORPORATION,
a Kansas corporation

By: _____
Name: _____
Title: _____

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By:  _____
Name: Herbert M. Hill
Title: SVP

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of March, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of CENTRAL FIBER CORPORATION, a Kansas corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

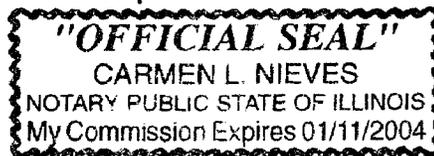
STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 13th day of March, 2001, before me personally came HERBERT M. KIDD, II, to me known, who, being by me duly sworn did depose and say that he is the SE. V.P. of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Carmen L. Nieves
Notary Public

My Commission Expires: 1/11/2004



SCHEDULE A

TRADEMARKS

PATENTS

STATE OF Missouri)

COUNTY OF Jackson)

On this 9 day of March, 2001, before me personally came Donald W. Meek to me known, who, being by me duly sworn did depose and say that he is the President of CENTRAL FIBER CORPORATION, a Kansas corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

JOAN L. WILL
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County
My Commission Expires Aug. 4, 2003

Joan Will
Notary Public

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of March, 2001, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

