

02-22-2002



Form PTO-1595 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): LaSalle Bank National Association (formerly known as LaSalle National Bank) 2-5-02

2. Name and address of receiving party(ies) Name: LaSalle Business Credit, Inc. Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other change of secured party

135 South LaSalle Street Street Address: Suite 425 City: Chicago State: IL Zip: 60603

Execution Date: 12-12-01

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) B. Patent No.(s) See attached list

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel R. Gross Internal Address: LaSalle Business Credit, Inc.

135 South LaSalle Street Street Address: Suite 425

City: Chicago State: IL Zip: 60603

6. Total number of applications and patents involved: 69

7. Total fee (37 CFR 3.41): \$ 2760

[X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: FEB 5 2002

DO NOT USE THIS SPACE

9. Signature.

Sanjay Sharma

Name of Person Signing

[Signature]

Signature

2-5-02

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

02/22/2002 BTOM11 00000030 08820577

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2760.00 DP

PATENT REEL: 012559 FRAME: 0012

Continuation of Item No. 4

SERIAL NUMBER: 08820577
PATENT NUMBER:

SERIAL NUMBER: 04714957
PATENT NUMBER: 3548700

SERIAL NUMBER: 04617104
PATENT NUMBER: 3461763

SERIAL NUMBER: 05150637
PATENT NUMBER: 3816723

SERIAL NUMBER: 05053487
PATENT NUMBER: 3595113

SERIAL NUMBER: 05238434
PATENT NUMBER: 3893371

SERIAL NUMBER: 04808355
PATENT NUMBER: 3791257

SERIAL NUMBER: 05324827
PATENT NUMBER: 3807578

SERIAL NUMBER: 05421103
PATENT NUMBER: 4150427

SERIAL NUMBER: 05600185
PATENT NUMBER: 4096563

SERIAL NUMBER: 05355144
PATENT NUMBER: 3815462

SERIAL NUMBER: 05707947
PATENT NUMBER: 4084349

SERIAL NUMBER: 05426591
PATENT NUMBER: 3876873

SERIAL NUMBER: 05483155
PATENT NUMBER: 3999664

SERIAL NUMBER: 05525557
PATENT NUMBER: 3990140

SERIAL NUMBER: 05513405
PATENT NUMBER: 3975817

SERIAL NUMBER: 05587392
PATENT NUMBER: 3961549

Continuation of Item No. 4

SERIAL NUMBER: 05500874
PATENT NUMBER: 3960372

SERIAL NUMBER: 05500843
PATENT NUMBER: 3902389

SERIAL NUMBER: 05513318
PATENT NUMBER: 3955471

SERIAL NUMBER: 05560605
PATENT NUMBER: 3935772

SERIAL NUMBER: 05550759
PATENT NUMBER: 3926082

SERIAL NUMBER: 05548823
PATENT NUMBER: 3935771

SERIAL NUMBER: 05698474
PATENT NUMBER: 4096774

SERIAL NUMBER: 05593783
PATENT NUMBER: 4007653

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SERIAL NUMBER: 05743059
PATENT NUMBER: 4136390

SERIAL NUMBER: 05720803
PATENT NUMBER: 4213733

Continuation of Item No. 4

SERIAL NUMBER: 05757654

PATENT NUMBER: 4070831

SERIAL NUMBER: 05823404

PATENT NUMBER: 4166403

SERIAL NUMBER: 05874470

PATENT NUMBER: 4144785

SERIAL NUMBER: 05860398

PATENT NUMBER: RE29950

SERIAL NUMBER: 05860399

PATENT NUMBER: RE29958

SERIAL NUMBER: 05879211

PATENT NUMBER: 4237599

SERIAL NUMBER: 05879213

PATENT NUMBER: 4165669

SERIAL NUMBER: 05937754

PATENT NUMBER: 4201905

SERIAL NUMBER: 06014582

PATENT NUMBER: 4314330

SERIAL NUMBER: 06068445

PATENT NUMBER: 4285259

SERIAL NUMBER: 06021100

PATENT NUMBER: 4261237

SERIAL NUMBER: 06777872

PATENT NUMBER: 4690021

SERIAL NUMBER: 06199631

PATENT NUMBER: RE31042

SERIAL NUMBER: 06311427

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PATENT NUMBER: 4457196

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PATENT NUMBER: 4479397

SERIAL NUMBER: 06313293

PATENT NUMBER: 4411150

Continuation of Item No. 4

SERIAL NUMBER: 06415548
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PATENT NUMBER: 5239476

SERIAL NUMBER: 07873395
PATENT NUMBER: 5271303

SERIAL NUMBER: 08132800
PATENT NUMBER: 5400259

SERIAL NUMBER: 08098108
PATENT NUMBER: 5435216

ASSIGNMENT AND ACCEPTANCE AGREEMENT

This **ASSIGNMENT AND ACCEPTANCE AGREEMENT**, dated December 12, 2001, is between **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association (the "Assignor"), and **LASALLE BUSINESS CREDIT, INC.**, a Delaware corporation (the "Assignee").

Preliminary Statement:

The Assignor desires to sell and assign to the Assignee, and the Assignee desires to purchase and assume from Assignor, 100% of the Assignor's rights and obligations under that certain Loan Agreement dated as of August 25, 1998 (such Loan Agreement, as the same has been and hereafter may be amended, modified, supplemented or restated from time to time, hereinafter is referred to as the "Loan Agreement") between Assignor and Strippit, Inc., a Delaware corporation ("Borrower").

Now, therefore, it is hereby agreed as follows:

1. Capitalized terms used but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from Assignor, all of the Assignor's rights and obligations under the Loan Agreement and the other Loan Instruments as of the date hereof.

3. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Instruments or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Instruments or any document furnished pursuant thereto or the value of the Collateral; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Loan Instruments or any other instrument or document furnished pursuant thereto.

4. The Assignee (i) represents that it is a Person organized under the laws of the United States or a state thereof; (ii) confirms that it is either a commercial lender, other financial institution or "accredited investor" (as defined in Regulation D promulgated under the Securities Act) which makes loans or purchases notes in the ordinary course of business and not with a view to or for sale in connection with any distribution of the Note; provided, however, that Assignee shall not be deemed to have breached this representation by further assigning or selling participations in its interest under the Loan Instruments as permitted by the Loan Agreement; (iii) confirms that it has received a copy of the Loan Agreement and the other Loan Instruments, together with copies of the financial statements referred to therein and such other documents and

information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (iv) agrees that it will, independently and without reliance upon the Assignor and based on such documents and information as it shall deem appropriate, continue to make its own credit decisions in taking or not taking action under the Loan Agreement and the other Loan Instruments; and (v) agrees that it will perform all of the obligations which by the terms of the Loan Agreement and the other Loan Instruments are required to be performed by it as the Lender thereunder.

5. The effective date of this Assignment and Acceptance Agreement (the "Effective Date") shall be the date first set forth above.

6. As of the Effective Date (i) the Assignee shall be a party to the Loan Agreement and the other Loan Instruments to which Assignor was a party and, to the extent provided in this Assignment and Acceptance Agreement, have the rights and obligations of the Lender thereunder and (ii) the Assignor shall, to the extent provided in this Assignment and Acceptance Agreement, relinquish its rights and be released from its obligations under the Loan Agreement and the other Loan Instruments.

7. From and after the Effective Date, Borrower shall make all payments under the Loan Agreement in respect of the interest assigned hereby to the Assignee in accordance with the instructions given by Assignee to Borrower from time to time. Upon the Effective Date, the Assignee shall pay to the Assignor the principal amount of any outstanding Loan under the Loan Agreement which is being assigned hereunder, net of any closing costs. The Assignor and Assignee shall make all appropriate adjustments in payments under the Loan Agreement for the period prior to the Effective Date directly between themselves on the Effective Date.

8. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of Illinois.

9. This Assignment and Acceptance and any waiver or amendment hereto may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Acceptance to be executed by a duly authorized officer of each party as of the date first written above.

LASALLE BANK NATIONAL ASSOCIATION,
as Assignor

By: [Signature]
Name: S. MARKS
Title: FVP

LASALLE BUSINESS CREDIT, INC., as
Assignee

By: [Signature]
Name: SCOTT R. BENSCH
Title: FVP

The undersigned hereby consents to the foregoing Assignment and Acceptance this ___ day of _____, 200__.

STRIPPIT, INC.

By: [Signature]
Name: Bruce Turner
Title: VP, Finance & CFO