

Form PTO-1595 (Rev. 03-01) OMB No. 0601-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

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

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

1. Name of conveying party(ies):  
**Fourth Phase Ltd.**

2. Name and address of receiving party(ies)  
Name: **Fortress Credit Corp.**

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other -

Execution Date: **July 8 2004**

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

Street Address: **1251 Avenue of the Americas, 16<sup>th</sup> Floor**

City: **New York**              State: **NY**      Zip: **10020**

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)  
**5237792; 5333102; 5333434; 5335467; 5335468;  
5622426; 5628416; 5816690**

Additional numbers attached?  Yes  No

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

Name: **Santo Manna, Esq.**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York**      State: **N.Y.**      Zip: **10022**

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) .....\$**320.00**

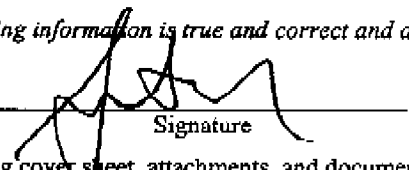
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **Schulte Roth & Zabel LLP - 500675**  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS PAGE**

9. 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.*

**Santo Manna, Esq.**  
Name of Person Signing

  
Signature

**July 16 2004**  
Date

Total number of pages including cover sheet, attachments, and documents: **5**

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

CH \$320.00 600676 6237792

ASSIGNMENT FOR SECURITY

PATENTS

WHEREAS, Fourth Phase Ltd. (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Security Agreement, dated July 8, 2004 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of Fortress Credit Corp., as agent for certain lenders (in such capacity, together with any successors and assigns, the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Agent and the Lenders (as such terms are defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly  
its officer thereunto duly authorized as of July 2, 2004.

FOURTH PHASE LTD.

By: \_\_\_\_\_

Name: *Kevin Barkley*

Title: *C.O.O.*

STATE OF \_\_\_\_\_

SS.:

COUNTY OF \_\_\_\_\_

On this 8<sup>th</sup> day of July 2004, before me personally came Kevin Baxley, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the C.O.O. of Fourth Phase Ltd., a company organized under the laws of Nova Scotia and that s/he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



**MICHAEL S. BETTS**  
Notary Public, State of New York  
No. 01BE6099798  
Qualified in New York County  
Commission Expires Nov. 6, 2007

**U.S. Patents**

<u>Patent Title</u>	<u>Patent Number</u>	<u>Registration Date</u>	<u>Date Assigned To PRG</u>
Compact Truss System	5,237,792	8/24/93	
Theatrical Search Lighting System	5,333,102	7/26/94	11/18/02
Compact Truss System	5,333,434	8/21/94	11/18/02
Compact Truss System	5,335,467	8/9/94	11/18/02
Compact Truss System	5,335,468	8/9/94	11/18/02
Wash Light and Method	5,622,426	4/22/97	
Lamp, Module Apparatus	5,628,416	5/6/97	
Compact Theatrical Lights and Method	5,816,690	10/6/98	11/18/02