

05-12-2000

04/20/00



DEPT OF COMMERCE
mark Office

Form PTO-1594
1-31-92

RECORDATION FOR
TRADEMARK

101354403

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

1. Name of conveying party(ies): Trend Technologies, Inc.
OPR/FINANCE

Individuals Association
 General Partnership Limited Partnership
 Corporation - State: California
 Other

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company
 Internal Address: One Bankers Trust Plaza
 Street Address: 130 Liberty Street
 City: New York State: New York ZIP: 10006

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 Other - Collateral Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other

Execution Date: March 3, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/702,233

Additional numbers attached? Yes No

Trademark Registration No.(s)\

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Brian Jaenicke, Legal Assistant
 Internal Address White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
23-1705 (in case of deficiency)
 (Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

(40.00 OP)

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.

Brian T. Jaenicke
 Name of Person Signing

[Signature] 4/20/00
 Signature Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Trend Technologies, Inc., a California corporation (the "Assignor") with principal offices at 2150 Michael Faraday Drive, Otay Mesa, California, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of March __, 2000 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement pursuant to Section 10.9(a) of the Security Agreement, the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Assignee under the Security Agreement. The rights and remedies of the Assignee 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 Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

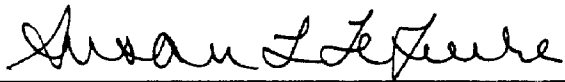
* * *

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 3rd day of March __, 2000.

Trend Technologies, Inc.,
as Assignor

By: 
Name:
Title:

Bankers Trust Company,
as Collateral Agent

By: 
Name: **SUSAN L. LE FEVRE**
Title: **DIRECTOR**

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 3rd day of March __ 2000, before me personally came

William B.R. Hobbs who, being duly sworn, did depose and say that he is
President of Trend Technologies, Inc that he is authorized to execute

the foregoing Assignment of Security Interest on behalf of said corporation and that he did so by
authority of the Board of Directors of said Corporation.

Kenneth S. Browd

Notary Public

KENNETH S. BROWD
Notary Public, State of New York
No. 01BR5071618
Qualified in Kings County
Commission Expires January 21, 2001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 3rd day of March __, 2000 before me personally came

Susan L. LeFevre who, being by me duly sworn, did state as follows: that he is
a Director of Bankers Trust Co, that he is authorized to execute the
foregoing Assignment of Security Interest on behalf of said corporation and that he did so by
authority of the Board of Directors of said corporation.

Kenneth S. Browd
Notary Public

KENNETH S. BROWD
Notary Public, State of New York
No. 01BR5071618
Qualified in Kings County
Commission Expires January 21, 2001

SCHEDULE A

MARK

APP. NO.

FILING DATE

PROMAT PROGRAM MANAGEMENT
ADMINISTRATION & TRACKING and Design

75/702,233

May 10, 1999