

RECEIVED  
APR 23 1998

Tab writings



100699369

RECEIPT ACTING DIV.  
is attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Dart International, Inc.  
1390 South Potomac Street, Suite 100  
Aurora, Colorado 80012

- Individual(s)
- General Partnership
- Corporation-State (Colorado)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 1, 1998

2. Name and address of receiving party(ies)

Name: NationsBank, N.A.

Internal Address: NationsBank Corporate Center

Street Address: 100 North Tryon Street

City: Charlotte State: NC ZIP: 28255

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Association (Bank)

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached.

B. Trademark Registration No.(s)

See Attached.

Additional numbers attached?  Yes  No

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

Name: Melissa C. Batten

Internal Address: Fennebresque, Clark, Swindell & Hay  
NationsBank Corporate Center

Street Address: 100 North Tryon Street, Suite 2900

City: Charlotte State: NC ZIP: 28202

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/29/1998 DC0ATES 00000318 1878731

DO NOT USE THIS SPACE

01 FC:AA1 40.00 OP  
02 FC:AB2 50.00 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.

\_\_\_\_\_  
Melissa C. Batten  
Name of Person Signing

Melissa C. Batten  
Signature

4-22-98  
Date

Total number of pages including cover sheet, attachments, and document:

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Serial No. or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Mark</u>
1,878,731	USA	February 14, 1995	Trademark
1,792,989	USA	September 14, 1993	Service Mark
1,788,535	USA	August 14, 1993	Service Mark

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

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DART INTERNATIONAL, INC., a Colorado corporation (the "Assignor"), having its chief executive office at 1390 S. Potomac Street, Suite #100, Aurora, CO 80012, hereby assigns and grants to NATIONSBANK, N.A., as Agent (in such capacity, the "Agent"), with offices at NationsBank Corporate Center, 100 N. Tryon Street, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of July 31, 1996, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Agent 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 provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 15 day of April, 1998.

ATTEST:

DART INTERNATIONAL, INC., as Assignor

[Signature]  
Secretary

By: [Signature]  
Title: President

[Corporate Seal]

ATTEST:

NATIONSBANK, N.A., as Agent

\_\_\_\_\_  
Secretary

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

[Bank Seal]

STATE OF Georgia  
County OF Forsyth

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 1998 by Peter J. Dart as President of Dart International, Inc., a Colorado corporation, on behalf of the corporation.

My commission expires:

Notary Public, Walton County, Georgia  
My Commission Expires March 13, 1999

Notarial Seal

[Signature]  
Notary Public

Notary Public, Walton County, Georgia  
My Commission Expires March 13, 1999

<sup>1st</sup> IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day of April, 1998.

ATTEST: DART INTERNATIONAL, INC., as Assignor

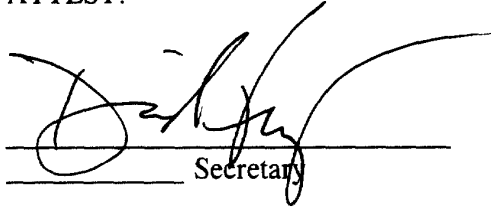
\_\_\_\_\_  
Secretary

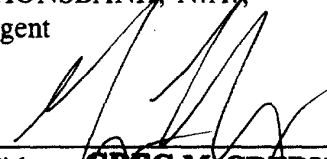
By: \_\_\_\_\_  
Title:

[Corporate Seal]

ATTEST:

NATIONSBANK, N.A.,  
as Agent

  
\_\_\_\_\_  
Secretary

By:   
Title: **GREG MCCREERY**  
**VICE PRESIDENT**

[Bank Seal]

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

\_\_\_\_\_ OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998 by \_\_\_\_\_ as \_\_\_\_\_ of Dart International, Inc., a Colorado corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

\_\_\_\_\_  
Notary Public

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

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SCHEDULE B

PATENTS AND PATENT APPLICATIONS

<u>Serial No. or Patent No.</u>	<u>Inventor</u>	<u>Country</u>	<u>Issue or Filing Date</u>	<u>Title</u>
5,328,190	Peter J. Dart Howard F. Hall	USA	July 12, 1994 (issue date)	
5,566,951	Peter J. Dart Howard F. Hall David A. Johnson	USA	October 22, 1996 (issue date)	
	Peter J. Dart Howard F. Hall James McAtee Richard A. Ottosen David A. Johnson	USA	January 8, 1997	

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

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ATTEST:

DART INTERNATIONAL, INC., as Assignor

[Signature]  
\_\_\_\_\_  
Secretary

By: [Signature]  
\_\_\_\_\_  
Title: President

[Corporate Seal]

ATTEST:

NATIONSBANK, N.A., as Agent

\_\_\_\_\_  
Secretary

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

[Bank Seal]

STATE OF Georgia  
County OF Forsyth

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\_\_\_\_\_  
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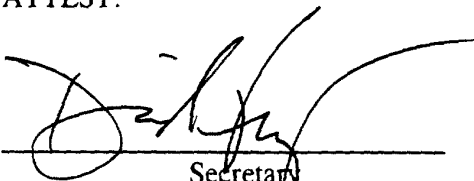
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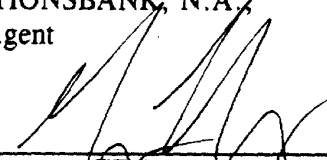
ATTEST: DART INTERNATIONAL, INC., as Assignor

\_\_\_\_\_  
Secretary

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

[Corporate Seal]

ATTEST:  
  
\_\_\_\_\_  
Secretary

NATIONSBANK, N.A.,  
as Agent  
By:   
Title: **GREG MCCREERY**  
**VICE PRESIDENT**

[Bank Seal]

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998 by \_\_\_\_\_ as \_\_\_\_\_ of Dart International, Inc., a Colorado corporation, on behalf of the corporation.

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Notarial Seal

\_\_\_\_\_  
Notary Public

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