

06-30-1998



100750565

RECORDATION FORM COVER SHEET
TRADEMARKS 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 License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Dynatec International, Inc.

Execution Date
Month Day Year
05-27-98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Utah

Receiving Party

Mark if additional names of receiving parties attached

Name Norwest Business Credit, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1740 Broadway

Address (line 2) _____

Address (line 3) Denver

Colorado

80274-8625

- Individual General Partnership Limited Partnership

- Corporation Association

Other _____

- Citizenship/State of Incorporation/Organization Minnesota

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 should be attached. (Designation must be a separate document from Assignment.)

06/29/1998 BCDATES 00000124 75102534

FOR OFFICE USE ONLY

01 FC:461
02 FC:462

40.00 OP
650.00 OP

690E
1-3

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1746 FRAME: 0429

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)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75102534"/>	<input type="text" value="75152524"/>	<input type="text" value="75272570"/>	<input type="text" value="1705035"/>	<input type="text" value="1967462"/>	<input type="text" value="2079217"/>
<input type="text" value="75102532"/>	<input type="text" value="75258872"/>	<input type="text" value="75272572"/>	<input type="text" value="1726775"/>	<input type="text" value="1975473"/>	<input type="text" value="2123618"/>
<input type="text" value="75083024"/>	<input type="text" value="75102531"/>	<input type="text" value="75102533"/>	<input type="text" value="2078418"/>	<input type="text" value="2098301"/>	<input type="text" value="1628195"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

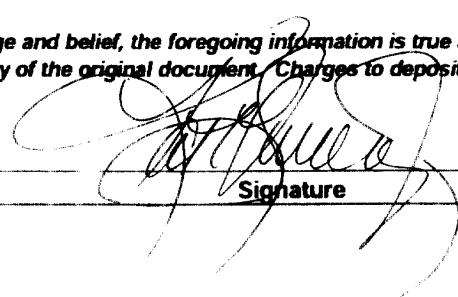
Authorization to charge additional fees:

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.

Katherine E. Sweeney
Name of Person Signing



Signature

6-18-98
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

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

Trademark Application Number(s)

75272571	75339706	
75272573	75448569	
75272574		
75272569		
75469537		
75469646		
74719782		

Registration Number(s)

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of May 27, 1998, is made by and between DYNATEC INTERNATIONAL, INC., a Utah corporation whose address and principal place of business is 3820 West Great Lakes Drive, Salt Lake City, Utah 84119 (the "Corporate Guarantor"), and NORWEST BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is 1740 Broadway, Denver, Colorado 80274-8625 (the "Secured Party")

Recitals

Pursuant to a Credit and Security Agreement dated May 27, 1998 (the "Credit Agreement"), the Secured Party has made certain loans and has extended certain financial accommodations to Nordic Technologies, Inc. and Softalk, Inc., both Utah corporations (the "Borrowers").

As a condition to making such loans and extending such financial accommodations, the Secured Party has required that Corporate Guarantor guaranty the obligations of the Borrowers to the Secured Party under the Credit Agreement pursuant to the terms of a Guaranty dated as of May 27, 1998 (the "Guaranty") and secure the obligations of Corporate Guarantor under the Guaranty as set forth in a Security Agreement dated the date hereof (the "Security Agreement") and as herein set forth.

ACCORDINGLY, in consideration of the mutual covenants contained in the Guaranty and the Security Agreement and herein, the parties hereby agree as follows:

1. Definitions All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means all of the obligations of Corporate Guarantor under the Guaranty, and all costs, expenses and liabilities of the Secured Party in the protection, maintenance or liquidation of the security interests granted hereby or otherwise incurred by Secured Party in enforcing this Agreement, together with interest thereon at an annual rate at all times equal to the "Default Rate" as defined in the Credit Agreement

"Patents" means all of the Corporate Guarantor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Corporate Guarantor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill

associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest The Corporate Guarantor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements The Corporate Guarantor hereby represents, warrants and agrees as follows

(a) *Existence; Authority.* The Corporate Guarantor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Corporate Guarantor have been duly authorized by all necessary action of the Corporate Guarantor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Corporate Guarantor and constitutes the Corporate Guarantor's lawful, binding and legally enforceable obligation. The correct name of the Corporate Guarantor is Dynatec International, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) *Patents.* Exhibit A accurately lists all Patents owned or controlled by the Corporate Guarantor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) *Trademarks.* Exhibit B accurately lists all Trademarks owned or controlled by the Corporate Guarantor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) *Title.* The Corporate Guarantor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Corporate Guarantor (i) will have, at the time the Corporate Guarantor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) *No Sale.* The Corporate Guarantor will not sell or otherwise dispose of

the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Corporate Guarantor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Corporate Guarantor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Corporate Guarantor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Corporate Guarantor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Corporate Guarantor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Corporate Guarantor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Corporate Guarantor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Corporate Guarantor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Corporate Guarantor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or

its delegate, as the attorney-in-fact of the Corporate Guarantor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Corporate Guarantor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Corporate Guarantor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Corporate Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Guaranty as provided therein and the payment of all Indebtedness (as defined therein)

4. Corporate Guarantor's Use of the Patents and Trademarks. The Corporate Guarantor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) a Default, as defined in the Security Agreement, shall occur, or (b) the Corporate Guarantor shall fail promptly to observe or perform any covenant or agreement herein binding on it, or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Guaranty or the Security Agreement

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Corporate Guarantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all


necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Corporate Guarantor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Corporate Guarantor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Corporate Guarantor and delivered to the Secured Party, and the Corporate Guarantor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Corporate Guarantor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.


THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above

NORWEST BUSINESS CREDIT, INC

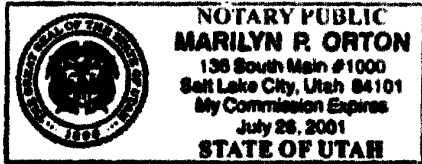
DYNATEC INTERNATIONAL, INC.

By 
Name William Kirth
Its Assistant Vice President

By 
Name Jerry Andersen
Its Secretary

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27th day of May, 1998, by Jerry Anderen, the Secretary of Dynatec International, Inc., a Utah corporation, on behalf of the corporation.



Marilyn R. Orton
Notary Public

STATE OF ~~UTAH~~ COLORADO)
CITY AND)
COUNTY OF ~~SALT LAKE~~)
DENVER)

The foregoing instrument was acknowledged before me this ^{30th} day of May, 1998, by William Kirth, an Assistant Vice President of Norwest Business Credit, Inc., a Minnesota corporation, on behalf of the corporation

William Kirth
Notary Public

My commission expires:
3-9-2000

EXHIBIT A
UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Universal Softalk	D350,356	09/06/94
Expand-A-Shelf, Book Edition	D371,021	06/25/96
Door Protector	5,379,552	01/10/95
Interchangeable Doorstop	5,603,141	02/18/97
Switch w/ Spare Bulb Carrier	4,881,158	11/14/89
Flashlight w/ Switch Assembly	4,843,526	06/27/89
Flashlight w/Nite-Site-Lite	5,014,171	05/07/91
Cord Manager	5,718,310	02/17/98
Toilet Paper Storage Unit	D343,086	01/11/94
Protective Shirt	D298,474	11/18/88
Adjustable Drawer Organizer	5,738,425	04/14/98

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
		None	

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number/ Serial Number</u>	<u>Registration Date/ Application Date</u>
Sofstop	1,705,035	08/04/92
The Wedge	1,726,775	10/20/92
Wall Saver	2,078,418	07/15/97
Softalk Design	1,967,462	04/09/96
Mini Softalk Design	1,975,473	05/21/96
Cord Manager	2,098,301	09/16/97
Nordic Helmet Design	2,079,217	07/15/97
Smoke Cutter	2,123,618	12/23/97
Nite-Site-Lite	1,628,195	12/18/90
Audioworks	75-102534	05/10/96
Videoworks	75-102532	05/10/96
Nordic Lites	75-083024	04/03/96
Zoom Switch	75-152524	08/19/96
Easy Reach	75-258872	02/21/97
Wall Saver & Design	75-102531	05/10/96
Computer Link	75-272570	04/10/97
Pace Setter	75-272572	04/10/97
Phoneworks	75-102533	05/10/96
Power Link	75-272571	04/10/97
Power Phone	75-272573	04/10/97
Smart Sound	75-272574	04/10/97
Tele Link	75-272569	04/10/97
Color Splash	75-469537	03/27/98
Expand-a-Drawer	75-469646	03/30/98
Expand-a-Shelf	74-719782	09/24/95
Home Organization	75-339706	07/23/97
See It, Find It, Get It	75-448569	03/11/98

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

NONE

UNREGISTERED MARKS

NONE

B-2