

06-15-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark

FORM PTO-1584

1-31-92

RE
MRD
2-15-00



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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):

H.O. Systems, Inc.
2 East Bryan Street
Suite 1100
Savannah, GA 31401

MRD
6-12-00

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

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

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

Name: The Chase Manhattan Bank,
as Collateral Agent

Internal Address: _____

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State New York
- Other _____

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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: January 5, 1999

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

A. Trademark Application No.(s)

75558216

75555155

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name: _____

Int: _____

Street Address: _____

Worldwide Plaza CRS

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

03/17/2000 DNGUYEN 00000187 75558216

DO NOT USE THIS SPACE

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92 FC:482 25.00 OF

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.

Anne H. Lewallen

Anne H. Lewallen TRADEMARK February 11, 2000
REEL: 002088 FRAME: 0941

SECURITY AGREEMENT FOR
UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, H.O. Systems, Inc., a Delaware corporation (the "Assignor") with principal offices at 2 East Bryan Street, Suite 1100, Savannah, GA 31401, hereby assigns and transfers unto The Chase Manhattan Bank, as Collateral Agent, with principal offices at 270 Park Avenue, New York, New York 10017 (the "Assignee"), for the benefit of the Secured Creditors (as defined in the Security Agreement, dated as of January 5, 1999, among LiveWire Corporation, LiveWire Systems, Inc., H.O. Systems, Inc. and its subsidiaries listed on Schedule I thereto and such other assignors from time to time party thereto, (as amended from time to time, the "Security Agreement")), and hereby pledges and grants to the Assignee, a continuing security interest in all of the Assignor's right, title and interest in, to and under the following, whether now existing or hereafter from time to time acquired: (i) the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents and patent applications (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement) 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 AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Assignor. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Agreement which Assignee may file with the United States Patent and Trademark Office or any other government department or agency.

THIS AGREEMENT has been entered into in conjunction with the security interest granted to the 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 provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**Schedule A to
Security Agreement for
United States Patents
and Trademarks**

Trademark, Trade Name and Service Mark Registrations and Applications

Registered Marks:

None.

Applications:

Mark	Territory	Number	Class
HOCIMS	United States	75558216	INT.9
H.O. SOFTWARE	United States	75555115	INT.9

**Schedule B to
Security Agreement for
United States Patents
and Trademarks**

List of Patents and Applications

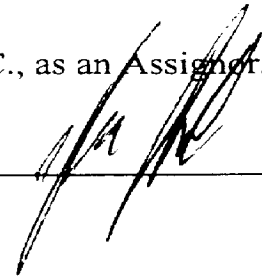
None.

IN WITNESS WHEREOF, the undersigned have executed the Agreement, as of the 5th day of January, 1999.

H.O. SYSTEMS, INC., as an Assignor,

By

Name:
Title:



THE CHASE MANHATTAN BANK, as
Collateral Agent and as Assignee,

By

Name: Edmond DeForest
Title: Vice President

