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To the Honorable Commissioner of Pat.

101635737

ached original documents or copy thereof.

1. Name of conveying party(ies):

Light & Sound Design, Inc.
1415 Lawrence Drive
Newbury Park, California 91320

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

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

3. Nature of conveyances:

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

Execution Date: February 20, 2001

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

A. Trademark Application(s)

SEE ATTACHED SCHEDULE A

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

Name: GMAC Business Credit, LLC

Internal Address:

Street Address: 630 Fifth Avenue, 30th Floor

City: New York State: NY ZIP: 10011

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware - Limited Liability Company

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

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address:

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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

Terrell J. Roberts
Name of Person Signing

Signature

March 8, 2001

Date

Total number of pages including coversheet, attachments and document: 15

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

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Icon Console	2,170,786	7/7/98
Icon Mini Console	2,168,968	6/30/98
Light & Sound Design	2,263,939	10/17/96
Colourmag	1,525,496	2/21/89
Washlight	2,151,720	4/21/98
Washlight	2,145,706	3/24/98
Icon (and Design)	1,846,659	7/26/94

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
Icon Medusa	75-271357	4/8/97
LSD Icon	75-182883	10/17/96
LSD Icon	75-061151	2/22/96

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February __, 2001, is made by LIGHT & SOUND DESIGN, INC., a California corporation ("Grantor"), in favor of GMAC BUSINESS CREDIT, LLC ("GMACBC"), a Delaware limited liability company, as agent (GMACBC, in such capacity, "Agent") for itself and the financial institutions which are now or which hereafter become a party to the Loan Agreement (as defined below) (GMACBC and each such financial institution a "Lender" and collectively, the "Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan and Security Agreement dated as of the date hereof by and among Grantor, certain affiliates of Grantor as Borrowers and Guarantors (each a "Loan Party" and collectively, "Loan Parties") and Agent (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Agent has agreed to make Advances for the benefit of Grantor and the other Loan Parties; and

WHEREAS, Agent is willing to make Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations, Grantor hereby pledges and grants to Agent a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all Patents and Patent Licenses to which Grantor is a party, including those referred to on Schedule I hereto. "Patents" shall mean all (i) letters of patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country and (ii) reissues, continuations, continuations-in-part or extensions thereof. "Patent Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence;

(b) all Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule II hereto. "Trademarks" shall mean all of the following now owned or hereafter acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof and (ii) all reissues, extensions or renewals thereof. "Trademark Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration;

(c) all Copyrights and Copyright Licenses to which Grantor is a party including those referred to on Schedule III hereto. "Copyrights" shall mean all of the following now owned or hereafter acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof. "Copyright Licenses" shall mean rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the

filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings; provided, however, unless there shall have occurred and be continuing an Event of Default, the requirements of this Section 4(c) shall not apply if Grantor shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms

that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement

8. EXECUTION OF POWER OF ATTORNEY. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Agent, in the form of Exhibit A hereto, an original of a Power of Attorney for the implementation, upon the occurrence and during the continuance of an Event of Default, of the assignment, sale or other disposal of the Intellectual Property Collateral pursuant to this Intellectual Property Security Agreement.

9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LIGHT & SOUND DESIGN, INC.

By: Robert Manner
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GMAC BUSINESS CREDIT, LLC, AS AGENT

By: [Signature]
Name:
Title:

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
<u>U.S. Patents</u>		
Custom color wheel	6,011,662	1/4/00
MIDI monitoring	5,986,201	11/16/99
Lamp-holding hook clamp and connector keyway	5,984,248	11/16/99
System using standard ethernet frame format for communicating MIDI information over an ethernet network	5,983,280	11/9/99
User interface for a lighting system that allows geometric and color sets to be simply reconfigured	5,969,485	10/19/99
Programmable light beam shape altering device using programmable micromirrors	5,953,152	9/14/99
Programmable light beam shape altering device using programmable micromirrors	5,953,151	9/14/99
Programmable light beam- shaped altering device using programmable digital micromirrors	5,940,204	8/17/99
Stage lighting lamp unit and stage lighting system including such unit	5,921,659	7/13/99
Anti-noise system for a moving object	5,900,685	5/4/99
Programmable light beam shape altering device using programmable micromirrors	5,828,485	10/27/98
Repeater for use in a control network	5,812,596	9/22/98
Color image protection apparatus	5,795,058	8/18/98
Gel tensioning device	5,794,881	8/18/98
Stage lighting lamp unit and stage lighting system including such unit	5,788,365	8/4/98
Stage lighting lamp unit and stage lighting system including such unit	5,769,531	6/23/98
Lamp-holding hook clamp	5,702,082	12/30/97
Medium for a color changer	5,633,061	5/27/97

U.S. Patents

Repeater for use in a control network	5,588,021	12/24/96
Stage lighting lamp unit and stage lighting system including such unit	5,502,627	3/26/96
Color cross-fading system for a luminaire	5,426,576	6/20/95
Stage lighting control console including assignable macro functions	5,414,328	5/9/95
Pixel Based Gobo Record Control Format	6,057,958	5/2/00
Variable Color Fluorescent Backlighting	6,062,706	5/16/00
A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	6,126,288	10/3/00
Tempo Synchronization System For A Moving Light Assembly	6,029,122	2/22/00
Cammed Rotating Gobos	6,079,853	6/27/00

Foreign Patents:

<u>Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent No.</u>
Color Crossfading System for a Luminaire	Europe	5-7-93	621495
Color Crossfading System for a Luminaire	Spain	5-7-93	2123029
Color Crossfading System for a Luminaire	Germany	5-7-93	69320174.4
Color Crossfading System for a Luminaire	Austria	5-7-93	E169413
Color Crossfading System for a Luminaire	Italy	5-7-93	27408BE/98
Stage Lighting Lamp Unit and Stage Lighting System	Germany	9-21-93	69322401
Stage Lighting Lamp Unit and Stage Lighting System	France	9-21-93	662275
Stage Lighting Lamp Unit and Stage Lighting System	Europe	9-21-93	662275
Stage Lighting Lamp Unit and Stage Lighting System	United Kingdom	9-21-93	662275
Stage Lighting Lamp Unit and Stage Lighting System	Italy	9-21-93	19650BE/99

<u>Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent No.</u>
Stage Lighting Lamp Unit and Stage Lighting System	Netherlands	9-21-93	662275
Stage Lighting Lamp Unit and Stage Lighting System	Canada	9-21-93	2145508
Stage Lighting Lamp Unit and Stage Lighting System	PCT	9-21-93	GB93/01980
Improved Medium for a Color Changer	Canada	7-14-95	2196810
Improved Medium for a Color Changer	Europe	7-14-95	95926281.7
Improved Medium for a Color Changer	Japan	7-14-95	08-507320
Improved Medium for a Color Changer	PCT	7-14-95	US95/08824
Color Image Projection Apparatus	Canada	2-22-00	2142619
Color Image Projection Apparatus	Europe	8-11-93	93917998.2
Programmable Gobo Using Digital Micromirrors	PCT	2-7-97	US97/01397
Programmable Gobo Using Digital Micromirrors	Canada	2-7-97	2245842
Programmable Gobo Using Digital Micromirrors	EPO	2-7-97	97904053.2
Programmable Gobo Using Digital Micromirrors	Japan	2-7-97	09-528547
Lamp Holding Hook Clamp and Connector Keyway	EP	7-28-97	Abandoned
Electronically Controlled Stage Light-Medusa	EPO	5-8-98	98920352.6
Illumination Obscurement Device	EPO	7-1-99	99305217.4
Improvements in Pixel Mirror Based Stage Lighting System	WIPO	8-27-99	US99/19645
Colour Cross-Fading System For A Luminaire	WIPO	5-3-93	US93/03997
Colour Cross-Fading System For A Luminaire	Netherlands	5-7-93	0621495
Colour Cross-Fading System For A Luminaire	United Kingdom	5-7-93	0621495
Colour Cross-Fading System For A Luminaire	Ireland	5-7-93	0621495
A Stage Lighting control Console Including Assignable Macro Functions (US Amended Title)	Wipo	Abandoned	GB93/01981

<u>Title</u>	<u>Country</u>	<u>Filing Date</u>	<u>Patent No.</u>
Motor Driving Pan and Tilt Mirror Coupled Relative To A Stage Lamp	Wipo	8-23-96	US96/13661
Gel Tensioning Device	Wipo	3-25-97	US97/04979
Cammed Rotating Gobos	Wipo	10-17-97	US97/18949
Electronically Controlled Stage Lighting System	Wipo	5-8-98	US98/09482
Pixel Based Gobo Record Control Format	Europe	9-17-98	98950630.8
Pixel Based Gobo Record Control Format	Wipo	9-17-98	US98/19409
Pixel Based Gobo Control Format	Wipo	2-1-00	US00/02600
Multilayer Control of Gobo Shape	Wipo	9-22-00	US00/26009

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
Improved Medium for a Color Changer	08/790235	1/28/97
Improved Medium for a Color Changer	08/859770	5/21/97
Method for Creating a Facsimile for an Image (LCD Gobo)	07/461344	1/5/90
Parallel Connected Lighting Control System	08/662975	7/13/96
Virtual Reality Show Control	08/847174	5/1/97
Lighting Communication Architecture	09/033893	3/3/97
Scrolling Color Crossfading Color Changer w/Bump	08/731418	10/15/96
Electronically Controlled Stage Light-Medusa	08/854353	5/12/97
Illumination Obscurement Device	09/108263	7/1/98
Improvements in Pixel Mirror Based Stage Lighting System	09/145313	8/31/98
Pixel Based Gobo Record Control Format	09/195585	2/1/99
A Programmable Light Beam Shape Altering Device Using Separate Programmable Micromirrors for Each Primary Color	09/448324	11/23/99
Multilayer Control of Gobo Shape	60/155513	9/22/99
Reduced Function Operation Mode of a Lighting Mode	60/155525	9/22/99

Medium For A Color Changer	09/572,045	5/16/00
Method And Device for Creating A Facsimile Of An Image	07/461,344	1/5/90
Stage Lighting Lamp Unit and Stage Lighting System Including Such Unit	09/313,418	5/17/99
A Programmable Light Beam Shape Altering Device Using Programmable Micromirrors	09/359,064	7/21/99
Gel Tensioning Device	60/014,940	4/5/96
Motor Driving Pan And Tilt Mirror Coupled Relative To A Stage Lamp	60/002,766	8/24/95
Electronically Controlled Stage Lighting System	09/577,428	5/55/00
Pixel Based Gobo Record Control Format	09/500,393	2/8/00
Electronically Controlled Stage Lighting System	60/065,133	11/12/97
Anti-Noise System For A Moving Object	09/153,729	9/15/98
Illumination Obscurement Device	09/711,355	11/9/00
Motor-Driven Pan And Tilt Mirror Coupled Relative To A Stage Lamp	09/029,224	2/24/98
Pixel Based Gogo Control Format	09/495,585	2/1/00
Pixel Based Gogo Control Format	09/679,727	10/4/00
Multilayer Control of Gobo Shape	09/668,824	9/22/00
A Lamp-Holding Hook Clamp and Connector Keyway	09/442,075	11/16/99
Trimmer Iris For Use With A Digitally Shape-Controlled Lighting System	60/181,483	2/10/00
Super Cooler For A Heat Producing Device	60/181,530	2/10/00
Bulb Cooling	60/179,981	2/3/00
Dual Hook Clamp	60/181,455	2/10/00
Belt Looping	60/181,492	2/10/00
Cut on Calibration	60/181,525	2/10/00

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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EXHIBIT A
SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that LIGHT & SOUND DESIGN, INC., a corporation formed under the laws of California, with its principal office at 1415 Lawrence Drive, Newbury Park, California 91320 ("Guarantor"), pursuant to an Intellectual Property Security Agreement (as amended, modified, restated or supplemented from time to time, the "Agreement"), hereby appoints and constitutes GMAC BUSINESS CREDIT, LLC, with offices at 630 Fifth Avenue, 30th Floor, New York, New York 10111 ("Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Guarantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Guarantor in and to the Intellectual Property Collateral (as defined in the Agreement) listed on Schedule I, Schedule II and Schedule III of the Agreement, the Patents, Trademarks and/or Copyrights (as each is defined in the Agreement) which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

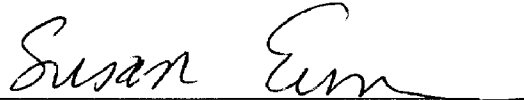
Date: ~~February~~ March 7, 2001

LIGHT & SOUND DESIGN, INC.

By: Robert Manners
Name: Robert A. Manners
Its: vice President

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

On the 7th day of ^{March}~~February~~, 2001, before me personally came
Robert Manners to me known, who being by me duly sworn, did depose and say s/he is
the VP of Light & Sound Design, Inc., the corporation described in and which
executed the foregoing instrument; and that s/he signed her/his name thereto by order of the
board of directors of said corporation.



Notary Public
My Commission Expires: