

04-30-2002

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ched original documents or copy thereof.

To the Honorable Commissioner of Pat

1. Name of conveying party(ies):
PaR SYSTEMS, INC.

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

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

3. Nature of conveyances:

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

Execution Date: April 25, 2002

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

Name: GMAC Business Credit, LLC

Internal Address: _____

Street Address: 461 Fifth Avenue, 21st Floor

City: New York State: NY ZIP: 10017

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

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE II

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE II

Additional numbers attached? Yes No

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

Name: LexisNexis Document Solutions

Internal Address: _____

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

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

Francella H. Ashby
Name of Person Signing

Francella H. Ashby
Signature

April 26, 2002
Date

Total number of pages including coversheet, attachments and document: 7

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

05/01/2002 GTON11 00000086 75028770

01 FC:481

40.00 OP

02 FC:482

150.00 OP

TRADEMARK
REEL: 002494 FRAME: 0557

SCHEDULE II

Schedule II to Patent, Trademark and License Assignment of Security dated April 25, 2002, by and among PaR Systems, Inc. and GMAC Business Credit, LLC.

I. TRADEMARK REGISTRATIONS

MARK	SERIAL NO./ FILING DATE	REGISTRATION NO./DATE	STATUS
VECTOR	75/028770 12/1/95	2,080,152 7/15/97	REGISTERED
PAR SYSTEMS & design	74/451261 10/22/93	1,981,868 6/25/96	REGISTERED
CIMROC	73/417024 3/14/83	1,298,496 10/2/84	REGISTERED
XR	73/399840 10/12/82	1,291,854 8/28/84	REGISTERED

II. TRADEMARK APPLICATIONS

Mark Application No. Date

MARK	SERIAL NO./ FILING DATE	STATUS
TR	78/114,827 3/14/2002	PENDING
PR	78/114,821 3/14/2002	PENDING
MR	78/102,608 1/14/2002	PENDING

III. TRADEMARK LICENSES

Name of Agreement Date of Agreement Parties

None

PATENT, TRADEMARK AND LICENSE ASSIGNMENT OF SECURITY

WHEREAS, PaR SYSTEMS, INC., a corporation organized under the laws of the State of Illinois ("PaR") with its principal place of business at 899 Highway 96 West, Shoreview, Minnesota 55126 ("Borrower"), has adopted, used and are using the patents, trademarks and licenses shown in the attached Schedule I (the "Patents" and the "Patent Licenses") and Schedule II (the "Trademarks" and the "Trademark Licenses"), respectively, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule I and Schedule II; and

WHEREAS, Borrower is obligated to GMAC BUSINESS CREDIT, LLC ("GMACBC") as agent (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") pursuant to that certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and various Loan Parties named therein (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Borrower has granted or are granting to Agent a security interest in the Patents, Trademarks, Patent Licenses and Trademark Licenses, the goodwill of the businesses symbolized by the Patents, Trademarks, Patent Licenses and Trademark Licenses, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent and grant to Agent a security interest in and to the Patents, Trademarks, Patent Licenses and Trademark Licenses, together with the goodwill of the business symbolized by the Patents, Trademarks, Patent Licenses and Trademark Licenses, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Loan Agreement and in accordance with the terms and provisions thereof until the expiration of the Term as defined thereunder.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Loan Agreement.

Dated: New York, New York, April 25, 2002

Witness:

Willa Lentis

PaR SYSTEMS, INC.

By: *[Signature]*

Name: *Mark Wrightsman*
Title: *President & CEO*

Witness:

GMAC BUSINESS CREDIT, LLC

By: _____

Name:
Title:

PATENT, TRADEMARK AND LICENSE ASSIGNMENT OF SECURITY

WHEREAS, PaR SYSTEMS, INC., a corporation organized under the laws of the State of Illinois ("PaR") with its principal place of business at 899 Highway 96 West, Shoreview, Minnesota 55126 ("Borrower"), has adopted, used and are using the patents, trademarks and licenses shown in the attached Schedule I (the "Patents" and the "Patent Licenses") and Schedule II (the "Trademarks" and the "Trademark Licenses"), respectively, for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule I and Schedule II; and

WHEREAS, Borrower is obligated to GMAC BUSINESS CREDIT, LLC ("GMACBC") as agent (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") pursuant to that certain Loan and Security Agreement, dated the date hereof, among Agent, Lenders, Borrower and various Loan Parties named therein (as amended, modified, restated or supplemented from time to time, the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, Borrower has granted or are granting to Agent a security interest in the Patents, Trademarks, Patent Licenses and Trademark Licenses, the goodwill of the businesses symbolized by the Patents, Trademarks, Patent Licenses and Trademark Licenses, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Agent and grant to Agent a security interest in and to the Patents, Trademarks, Patent Licenses and Trademark Licenses, together with the goodwill of the business symbolized by the Patents, Trademarks, Patent Licenses and Trademark Licenses, and registrations and applications therefor, which collateral assignment and security interest shall secure all the Liabilities as defined in the Loan Agreement and in accordance with the terms and provisions thereof until the expiration of the Term as defined thereunder.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent with respect to the assignment and security interest granted hereby are more fully set forth in the Loan Agreement.

Dated: New York, New York, April 25, 2002

Witness:

PaR SYSTEMS, INC.
By: _____
Name:
Title:

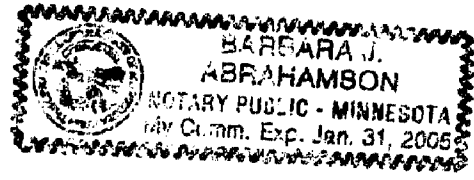
Witness:
Francis H. Crowley

GMAC BUSINESS CREDIT, LLC
By: [Signature]
Name:
Title:

STATE OF MINNESTOTA)
 : ss.:
COUNTY OF RAMSEY)

On the 4th day of April, 2002, before me personally came Mark Wrightsman, to me known, who being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of PaR Systems, Inc. the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Barbara J. Abrahamson
Notary Public



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

On this ____ day of April, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of PaR Systems, Inc., the Borrower described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of said Borrower.

Notary Public

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

On this 25th day of April, 2002, before me personally came Gregg C. Wise, to me known, who, being by me duly sworn, did depose and say that he is the Director of GMAC Business Credit, LLC, the limited liability company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Francella H. Ashby
Notary Public
FRANCELLA H. ASHBY
Notary Public, State Of New York
No. 01AS5053925
Qualified In New York County
Commission Expires Jan. 2, 2006

SCHEDULE I

Schedule I to Patent, Trademark and License Assignment of Security dated April 25, 2002, by and among PaR Systems, Inc. and GMAC Business Credit, LLC.

I. PATENT REGISTRATIONS

TITLE	PATENT/APPLN. # ISSUE/FILING DATE	COUNTRY	STATUS
TELESCOPING TUBE ASSEMBLY	6,026,970 2/22/00	US	PATENTED
SYSTEM FOR PERFORMING WORK IN A HOT CELL	5,855,540 1/5/99	US	PATENTED
UNDERGROUND STORAGE TANK MANIPULATOR	5,762,467 6/9/98	US	PATENTED
VERTICALLY EXTENSIBLE TELESCOPING TUBE	5,465,854 11/14/95	US	PATENTED
SEGMENTED SUPPORT STRUCTURE AND METHOD AND FIXTURE FOR MAKING THE SAME	215,560 06/30/2000	US	PATENTED
VERTICALLY EXTENSIBLE TELESCOPING TUBE	5,465,854 11/14/1995	US	PATENTED

II. PATENT APPLICATIONS

TITLE	PATENT/APPLN. # ISSUE/FILING DATE	COUNTRY	STATUS
TELESCOPING TUBE ASSEMBLY WITH A CABLING SYSTEM	09/562,831 5/01/2000	US	PENDING
SEGMENTED TELESCOPING TUBE ASSEMBLY AND METHOD AND FIXTURE FOR MAILING THE SAME	09/829,269 4/09/2001	US	PENDING
GUIDE RAIL FOR A GANTRY SYSTEM	09/829,267 4/9/01	US	PENDING
SEGMENTED SUPPORT STRUCTURE AND METHOD AND FIXTURE FOR MAKING THE SAME	829,269 04/09/2001	US	PENDING

III. PATENT LICENSES

None