

05-02-2003



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Form PTO-1 (Rev. 10/02) **102437427** **FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 OMB No. 0651-0027 (exp. 6/30/2005) **TRADEMARKS ONLY** U.S. Patent and Trademark Office
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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):
 Ederer, LLC (f/k/a Ederer Acquisition, LLC)
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company
 Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: December 31, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See Schedule II attached hereto.
 B. Trademark Registration No.(s)
 See Schedule II attached hereto.
 Additional number(s) attached Yes No 72166333

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corp.
 Internal Address: _____
 _____ Federal Research Company, LLC _____
 _____ 1030 15th Street, NW, Suite 920 _____
 _____ Washington, DC 20005 _____
 Street: _____
 City: Washington State: D.C. 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)

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.
Craig A. Steinberg, Esq. April 29, 2003
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 6

05/05/2003 6TOM11 00000025 72166333

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

01 FC:8521 40.00 OP
 02 FC:8522 25.00 OP

TRADEMARK
REEL: 002722 FRAME: 0781

SCHEDULE II

I. TRADEMARK REGISTRATIONS

Mark	Application No.	Date Filed	Registration No.	Date Registered	Country
WASHINGTON	72/166,333	4/8/63	765,033	2/18/64	U.S.
X-SAM	73/258,859	4/21/80	1,172,881	10/13/81	U.S.

II. TRADEMARK APPLICATIONS

None

III. TRADEMARK LICENSES

None

PATENT, TRADEMARK AND LICENSE ASSIGNMENT OF SECURITY

WHEREAS, EDERER, LLC (formerly known as Ederer Acquisition, LLC), a limited liability company organized under the laws of the State of Delaware ("Ederer"), with its principal place of business at 899 Highway 96 West, Shoreview, Minnesota 55126, has adopted, used and is 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, Ederer and PaR Systems, Inc. ("PaR" and, together with Ederer, collectively, the "Borrowers") are 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, Borrowers 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, Ederer has granted or is 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.

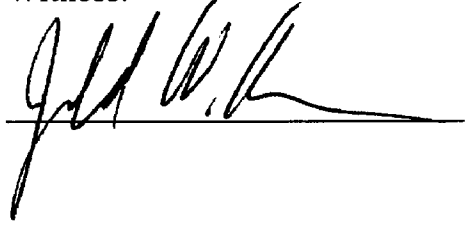
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Ederer does hereby collaterally assign unto Agent and grant to Agent a security interest in and to the Patents, Trademarks, Patent Licenses and Trademark Licenses, together with the goodwill of the business 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 Obligations as defined in the Loan Agreement and in accordance with the terms and provisions thereof until the expiration of the Termination Date as defined thereunder.

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Ederer 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, December 31, 2002

Witness:



EDERER, LLC (formerly known as Ederer Acquisition, LLC)

By: PaR Systems, Inc. / its sole member

By:

Name: MARK WRIGHTSMAN

Title: President & CEO

Witness:



GMAC BUSINESS CREDIT, LLC

By:

Name:

JOSEPH SKAFEROWSKY

Title:

DIRECTOR

MINNESOTA
STATE OF NEW YORK)

RAMSEY : ss.:
COUNTY OF NEW YORK)

On this 31st day of December, 2002, before me personally came Mark Wrightman to me known, who, being by me duly sworn, did depose and say that he/she is the President & CEO of PaR Systems, Inc., the sole member of Ederer, LLC (formerly known as Ederer Acquisition, LLC), the Borrower described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of said limited liability company.

Barbara J. Abrahamson
Notary Public

STATE OF NEW YORK)

: ss.:
COUNTY OF NEW YORK)



On this 31st day of December, 2002, before me personally came Joseph Skaferowsky, 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 limited liability company.

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, 2004

SCHEDULE I

I. PATENT REGISTRATIONS

TITLE	PATENT/APPLN.# ISSUE/FILING DATE	COUNTRY	STATUS
Method & Apparatus for Providing Low Speed Safety Braking for A Hoist System	U.S. Patent No. 5,671,912 Application No. 08/547,600	United States	Filed: October 24, 1995 Issued: September 30, 1997 Inventors: Fred E. Langford, Roger A. Johnson Assignee: Ederer Corporation; Seattle, WA

II. PATENT APPLICATIONS

None

III. PATENT LICENSES

None