

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RJ Lee Group, Inc.		10/16/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	525 William Penn Place
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	Financial Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3079285	I LENS
Registration Number:	3099757	IOPT
Registration Number:	3099756	I SEM
Registration Number:	2954385	RJ LEE GROUP
Registration Number:	2381680	WEBSEM
Registration Number:	1801463	PERSONAL SEM
Registration Number:	1539754	RJ LEE GROUP
Registration Number:	3583760	ZEPHYR BLACK
Registration Number:	3385945	PHOENIX BLACK
Registration Number:	3409596	D-E BLACK

CORRESPONDENCE DATA

Fax Number: (412)586-1024
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: gcRibbs@bccz.com

900145855

**TRADEMARK
 REEL: 004082 FRAME: 0487**

OP \$265.00 3079285

Correspondent Name: Gregory D. Cribbs
Address Line 1: Two Gateway Center
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

NAME OF SUBMITTER:	Kevin T. Wills
Signature:	/Kevin T. Wills/
Date:	10/21/2009

Total Attachments: 15
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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into as of October 16, 2009 by and between RJ Lee Group, Inc., a Pennsylvania corporation ("Assignor"), and Citizens Bank of Pennsylvania, a Pennsylvania chartered bank ("Secured Party").

BACKGROUND:

Pursuant to that certain Forbearance Agreement of even date herewith (the "Forbearance Agreement") between Assignor and the Secured Party, the Secured Party agreed to provide certain financial accommodations to Assignor. The obligation of the Secured Party to provide such financial accommodations under the Forbearance Agreement is subject to the condition, among others, that the Assignor grant a security interest and collaterally assign to the Secured Party in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment, Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Secured Party, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Secured Party, as security, but not as an ownership interest, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights listed in Schedule A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. ss.106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Assignor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Schedule A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Assignor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program

flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "**Copyrights.**"

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights, including without limitation the license agreements listed in Schedule A-3 to this Agreement (the "**Licenses**").

(d) All present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) Any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(f) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

(g) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule B attached hereto (collectively, the "**Patents**");

(h) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule C attached hereto (collectively, the "**Trademarks**").

(i) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(j) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(k) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(l) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Assignment.

3. Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:

(a) Assignor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business.

(b) Listed on Schedules A-1 and A-2 are all copyrights owned by Assignor, in which Assignor has an interest, or which are used in Assignor's business.

(c) Each employee, agent and/or independent contractor who has participated in the creation of the property constituting the Collateral has either executed an assignment of his or her rights of authorship to Assignor or is an employee, or was an employee, of Assignor acting within the scope of his or her employment and was such an employee at the time of said creation.

(d) Assignor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Assignor all rights of authorship to any copyrighted material in which Assignor has or may subsequently acquire any right or interest.

(e) Performance of this Assignment does not conflict with or result in a breach of any agreement to which Assignor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Assignment constitutes an assignment.

(f) Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business or as set forth in this Assignment;

(g) Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(h) Assignor shall promptly advise Secured Party of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Assignment;

(i) Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld unless Assignor determines that reasonable business practices suggest that abandonment is appropriate.

(j) Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral;

(k) This Assignment creates, and in the case of after acquired Collateral, this Assignment will create at the time Assignor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (l) below;

(l) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies thereunder;

(m) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material respects.

(n) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Assignor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.

(o) Upon any executive officer of Assignor obtaining actual knowledge thereof, Assignor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any material Collateral, the ability of Assignor to dispose of any material Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take, after fifteen (15) days' notice to Assignor. Assignor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section.

5. Inspection Rights. Assignor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Assignor, and any of Assignor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Assignor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Secured Party access to Assignor's trade secrets and other proprietary information.

6. Financing Statements. Assignor hereby authorizes Secured Party to file financing statements relating to the Collateral, in any uniform commercial code jurisdiction as Secured Party may deem appropriate, to perfect and continue the Security Interest.

7. Further Assurances; Attorney in Fact.

(a) Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Upon an Event of Default, Assignor hereby irrevocably appoints Secured Party as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Secured Party or otherwise, from time to time in Secured Party's discretion, upon Assignor's failure or inability to do so, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:

(i) To modify, in its sole discretion, this Assignment without first obtaining Assignor's approval of or signature to such modification by amending Schedule A-1, Schedule A-2, Schedule A-3, Schedule B and Schedule C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Assignor where permitted by law.

8. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Assignment:

(a) An Event of Default occurs under the Loan Agreement;

- (b) A Termination Event occurs under the Forbearance Agreement;
- (c) Assignor breaches any warranty or agreement made by Assignor in this Assignment.

9. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Pennsylvania Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including reasonable attorney's fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

10. Indemnity. Assignor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Assignment, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

11. No Waiver. No course of dealing between Assignor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power, or privilege under this Agreement or under the Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Agreement or under the Forbearance Agreement or any other agreement between Assignor and Secured Party shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Secured Party.

12. Rights Cumulative. All of Secured Party's rights and remedies with respect to the Collateral whether established by this Agreement, the Forbearance Agreement or any other agreement between Assignor and Secured Party, or by law shall be cumulative and may be exercised concurrently or in any order.

13. Termination of Assignment. At such time as all of the obligations of Assignor to Secured Party shall have been indefeasibly paid in full and all agreements between Assignor and Secured Party shall have been terminated, this Assignment shall terminate and the Secured Party shall execute and deliver to the Assignor all deeds, assignments and other instruments as

may be necessary or proper to re-vest in the Assignor full title to the Collateral, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

14. Fees and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Collateral, or the defense or prosecution of any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Assignor upon demand by the Secured Party.

15. Governing Law. This Assignment shall be governed by, construed, and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles, except to the extent the validity or perfection of the security interests or the remedies hereunder in respect of any Patents, Trademarks or Copyrights are governed by the law of a jurisdiction other than the Commonwealth of Pennsylvania.

16. Notices. Any notice or other written communication required hereunder shall be in writing and shall be deemed to have been validly delivered (a) by hand delivery; or (b) by overnight express mail or overnight courier, and addressed to the party to be notified at the following address or to such other address as each party may designate for itself or himself in writing by like notice:

If to the Assignor:

RJ Lee Group, Inc.
350 Hochberg Road
Monroeville, PA 15146

with a copy to:

Donald Malecki, Esq.
Buchanan Ingersoll & Rooney, PC
One Oxford Centre
301 Grant Street, 20th Floor
Pittsburgh, PA 15219

If to the Secured Party:

Citizens Bank of Pennsylvania
Global Restructuring Group
525 William Penn Place
Pittsburgh, PA 15219
Attention: Stanley Maharam

with a copy to:

Gregory D. Cribbs, Esq.
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center
Pittsburgh, PA 15222

17. Severability. In case any one or more of the provisions of this Assignment should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and such invalid, illegal or unenforceable provision shall be deemed modified to the extent necessary to render it valid while most nearly preserving its original intent.

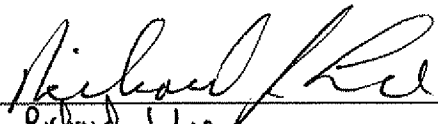
18. Waiver of Jury Trial. THE PARTIES HERETO EACH WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY CONTROVERSY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

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WITNESS the due execution hereof with the intent to be legally bound.

ASSIGNOR:

RJ LEE GROUP, INC.

By: 
Name: Richard J. Lee
Title: CEO

SECURED PARTY:

CITIZENS BANK OF PENNSYLVANIA

By: _____
Name: _____
Title: _____

WITNESS the due execution hereof with the intent to be legally bound.

ASSIGNOR:

RJ LEE GROUP, INC.

By: _____
Name: _____
Title: _____

SECURED PARTY:

CITIZENS BANK OF PENNSYLVANIA

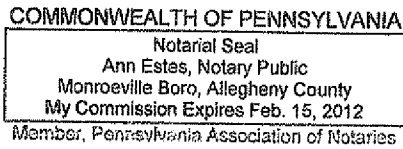
By: Stanley Makaram
Name: Stanley Makaram
Title: Vice President

ASSIGNOR'S ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Allegheny)

On this, the 16th day of October, 2009, before me, a Notary Public, the undersigned officer, personally appeared Richard J. Lee, known to me (or satisfactorily proven) to be the CEO of RJ Lee Group, Inc., (the "Company"), and that as such Richard J. Lee, being duly authorized to do so, s/he executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such CEO.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Ann Estes
Notary Public

MY COMMISSION EXPIRES: 02-15-09 2012

SECURED PARTY'S ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of October, 2009, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of Citizens Bank of Pennsylvania, (the "Company"), and that as such _____, being duly authorized to do so, s/he executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

MY COMMISSION EXPIRES:

ASSIGNOR'S ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF _____)

On this, the _____ day of October, 2009, before me, a Notary Public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of RJ Lee Group, Inc., (the "Company"), and that as such _____, being duly authorized to do so, s/he executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

MY COMMISSION EXPIRES:

SECURED PARTY'S ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

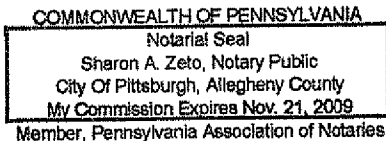
On this, the 16th day of October, 2009, before me, a Notary Public, the undersigned officer, personally appeared Stanley J. Maharam, known to me (or satisfactorily proven) to be the Vice President of Citizens Bank of Pennsylvania, (the "Company"), and that as such Vice President, being duly authorized to do so, s/he executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as such Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon A. Zeto

Notary Public

MY COMMISSION EXPIRES:



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SCHEDULE A

COPYRIGHTS

A-1 List of Registered Copyrights

Not applicable

A-2 List of Unregistered Copyrights

Not applicable

A-3 List of Copyright Licenses

Not applicable

SCHEDULE B

PATENTS

- Published Patent App. No. US20050165262 "Low energy method of pyrolysis of hydrocarbon materials such as rubber"
- Patent No. US 6,833,485 "Low energy method of pyrolysis of hydrocarbon materials such as rubber"
- Patent No. US 6,835,861 "Low energy method of pyrolysis of hydrocarbon materials such as rubber"
- Patent No. US 7,056,400 "Method of separating superalloy metal powder from admixed contaminants"
- Patent No. US 7,341,646 "Low energy method of pyrolysis of hydrocarbon materials such as rubber"
- Patent No. US 7,153,377 "Method of separating admixed contaminants from superalloy metal powder"

SCHEDULE C

TRADEMARKS

<u>Application Number</u>	<u>Registration Number</u>	<u>Mark</u>	<u>Database</u>	<u>Mark Status</u>
<u>78596188</u>	<u>3079285</u>	<u>I LENS</u>	<u>TARR</u>	<u>LIVE</u>
<u>76620896</u>	<u>3099757</u>	<u>I OPT</u>	<u>TARR</u>	<u>LIVE</u>
<u>76620895</u>	<u>3099756</u>	<u>I SEM</u>	<u>TARR</u>	<u>LIVE</u>
<u>76565836</u>	<u>2954385</u>	<u>RJ LEE GROUP</u>	<u>TARR</u>	<u>LIVE</u>
<u>75107441</u>	<u>2381680</u>	<u>WEBSEM</u>	<u>TARR</u>	<u>LIVE</u>
<u>74288915</u>	<u>1801463</u>	<u>PERSONAL SEM</u>	<u>TARR</u>	<u>LIVE</u>
<u>73736960</u>	<u>1539754</u>	<u>RJ LEE GROUP</u>	<u>TARR</u>	<u>LIVE</u>
<u>77008322</u>	<u>3583760</u>	<u>ZEPHYR BLACK</u>	<u>TARR</u>	<u>LIVE</u>
<u>77008335</u>	<u>3385945</u>	<u>PHOENIX BLACK</u>	<u>TARR</u>	<u>LIVE</u>
<u>76620983</u>	<u>3409596</u>	<u>D-E BLACK</u>	<u>TARR</u>	<u>LIVE</u>

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