

OMB No. 0651-0011 (exp. 4/94)



ONLY

To the Honorable Commissioner of Patents and Trademarks

101001557

Attachments or copy thereof.

20003.29.99

1. Name of conveying party(ies): Camber Corporation
 Individuals Association
 General Partnership Limited Partnership
 Corporation-Delaware
 Other _____

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

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

Internal Address: _____
Street Address: 135 S. LaSalle St.
City: Chicago State: Illinois Zip: 60602
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other National bank

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 17, 1998

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

A. Trademark Application No.(s) 75-292818, 75-312646, 75-292819, 75-292800, 75-287821

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: Paul R. Simons

Internal Address: _____

04/02/1999 JSHABAZZ 00000174 75292818

01 FC:481 40.00 OP
02 FC:482 100.00 OP

Street Address: McBride Baker & Coles

500 W. Madison St., 40th Floor

City: Chicago State: IL ZIP: 60661-2511

5

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$140.00

Enclosed
 Authorized to be charged to deposit account for insufficient funds

8. Deposit account number:

13-0045

(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.

Paul R. Simons
Name of Person Signing

Paul R. Simons
Signature

March 10, 1999
Date

Total number of pages including cover sheet, attachments, and document:

15

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

TRADEMARK
REEL: 1876 FRAME: 0906

Schedule A

Patents and Patent Applications:

Camber Corporation filed a Patent application entitled "**Design Patent Application for a Capsule Motion Simulator**" on November 14, 1997. As of this date, the patent has not been issued.

This patent application was in response to the business Camber was conducting when Camber still had an Entertainment Division and when Camber does receive this patent, it will be transferred to Camber Entertainment, LLC.

Schedule B

Trademarks, Trademark Registrations, trade names, etc.

Camber has filed applications for the following Trademarks:

The name "**Phoenix**", "**Morphis**" and "**Stargazer**". These marks applications were filed when Camber was in the business of Entertainment. As of this date, applications are still in process and when and if they are approved, they will be transferred to Camber Entertainment

The trademark application for the mark "**Camber**" has also been applied for. As of this date, the trademark office is requesting additional information to be provided to them not later than April, 1999.

Issued to Camber Corporation: The U.S. Patent and Trademark Office issued Registration No. 2,053,847, Serial No. 74/624,718 for mark of: **CROSSVIEW**

CROSSVIEW is a wide angle visual display system, namely, collimated mirror segments, a projection system comprising projectors, electronic projector, matching units, and screens, and support structures for simulators, in class 9.

In accordance with the sales agreement between Camber Corporation and CFSLC, the **CROSSVIEW** registration is in the process of being transferred to CFSLC in Albuquerque, N.M.

Pending: Applied to the U.S. Patent and Trademark Office, Serial No. 75/287,821 for mark of **RADAR TOOLKIT**

Date of initial filing for trademark was May 7, 1998. Latest filing was November 13, 1998, subject: Declaration as to Distinctiveness. Application still pending as of December 15, 1998.

Schedule C

N/A. No value assigned

Schedule D

License Agreements.

See Attachment

Schedule E

Copyrights, registrations, etc.

To date, Camber has filed application for and received a certificate of Registration for a "Casual User Interface Software Version 1.0" copyright. The entire program code has been copyrighted by Camber under registration number Txu 852-594.

Camber has also filed applications in November, 1998, for registration for a "Casual User Interface with ESRI software" and an application for registration for a "Casual User Interface with Genasys software". To date, neither of the applications have received registration numbers.

Schedule F

N/A

1005825-2

License

Attachment to Schedule D

Job No. 5023
Customer
Lockheed Martin Aircraft Services
P.O. BOX 33
Ontario, CA 91761-0033

Project
Argentine A-4

Toolkit/Options Part No.
Basic Toolkit 100
Poly Pager 120
Basic A/A 150
Med/High PRF 155
DBase Tools 182

5036
Macmet India Limited
Simulation Systems Division
40, Langford Road
Bangalore 560 025

India Sea Harrier

Basic Toolkit 100
Basic A/A 150
DBase Tools 182

1807
Lockheed Martin
Information Systems
12506 Lake Underhill Rd.
Orlando, FL 32825

AC-130U

Basic Toolkit 100
Poly Pager 120
Basic A/A 150
SAR 140
DBase Tools 181 & 182

3427
U.S. Navy
Naval Air Warfare Center
Aircraft Division
Patuxent River, MD 20670

PAX River

SAR 140
SAR Support 140S
Basic Toolkit 100
Database Tools 182
Poly Pager 120

1820-001
Lockheed Martin Ft. Worth
P.O. Box 748
Ft. Worth, TX 76101

Basic Toolkit 100
Poly Pager 120
High Fidelity W/x 130
SAR 140
Air-to-Surface 170
Database Tools 182

5004
Department of the Air Force
OO-ALC/LIRS
6051 Gunn Lane, Bldg. 1225

MH-53J PT Basic Toolkit

Poly Pager 100
TF/TA 120

1812	Hill AFB, UT 84056-5826				
1812	Hughes Training, Inc. 2116 Arlington Downs Arlington, TX 76011	PACT-P3		DBase Tools 182	
1801	SIMTEC, Inc. 10364 Battleview Parkway Manassas, VA 22110	Simtec F-14		Basic Toolkit 100	
1803	Reflectone Inc. 4908 Tampa West Blvd., P.O. Box 15000 Tampa, FL 33634	Reflectone C-130 WXX/DRLMS		Basic Toolkit 100	
1817	Boeing P.O. Box 3707 Seattle, WA 98124	Boeing WXXRS		High Fidelity Weather Option 130	
1815	Lockheed Martin Corporation Information Systems Company 12506 Lake Underhill Drive Orlando, FL 32825	LM-ORL MC130H WST Basic Toolkit		Database Tools 182	
1804-110 XREF 1815	Lockheed Martin Corporation Information Systems Company 12506 Lake Underhill Drive Orlando, FL 32825	LM-ORL MC130H WX Option		Basic Toolkit 100	
1821-001	Lockheed Martin Corporation Information Systems Company 12506 Lake Underhill Drive Orlando, FL 32825	LM-ORL MC130E WST		WXXRS 130RTL	
1821-003	Lockheed Martin Corporation Information Systems Company	LM-ORL MC130H MRD		WXXRS Upgrade 130RTL	

12506 Lake Underhill Drive
Orlando, FL 32825

TF/TA 160
DBase Tools 181

1805 Thomson Training and Simulation, Inc.
2000 E. Lamar Blvd., Suite 200
Arlington, TX 76006-7347

TTS KC135 WXR
WXR*20 - Run-time License 130RTL

1805 Thomson Training and Simulation, Inc.
1805 Thomson Training and Simulation, Inc.

TTS KC135 WXR
WXR*20 - Engineering
High Fidelity Weather Run-Time License

1804-113 National Test Pilot School
P.O. Box 658
1030 Flight Line
Mojave, CA 93501

NTPS
Basic Toolkit 100RTL

1826 Raytheon Systems Company
13775 McLearen Road
Herrndon, VA 20171-3212

SOACMS SBUD-6 DRLMS
Basic Toolkit 100
Basic Toolkit Support 100S
Basic Toolkit Run-Time License 100RTL
High Fidelity Weather 130
High Fidelity Weather Support 130S
High Fidelity Weather Run-Time License 130RTL
TF/TA 160
TF/TA Support 160S
TF/TA Run-Time License 160RTL
Dbase Tool - FLT 182
Dbase Tool - NIMA 181

1804-100,101 Indra DTD, Societa Anonima
MAR EGB0, 4 POL. IND. N. 1
San Fernando De Henares
28850 Madrid

INDRA IMS
Basic Toolkit 100
Basic Toolkit Support 100S
Basic Toolkit Run-Time License (2) 100RTL
Poly Pager 120
Poly Pager Support 120S
Poly Pager Run-Time License (2) 120RTL
TF/TA 160
TF/TA Support 160S
TF/TA Run-Time License (2) 160RTL

182 Dbase Tool
 182S Dbase Tool Support

100RTL
 120RTL
 160RTL
 182 Dbase Tool
 190 On-Site Support

100 Basic Toolkit (2)
 100S Basic Toolkit Support (2)
 120 Poly Pager (2)
 120S Poly Pager Support (2)
 140 SAR Option (2)
 140S SAR Support (2)
 182 Dbase Tool
 182S Dbase Tool Support

100S Basic Toolkit Support

100RTL
 120RTL
 160RTL
 182 Dbase Tool
 190 On-Site Support

100 Basic Toolkit (2)
 100S Basic Toolkit Support (2)
 120 Poly Pager (2)
 120S Poly Pager Support (2)
 140 SAR Option (2)
 140S SAR Support (2)
 182 Dbase Tool
 182S Dbase Tool Support

100S Basic Toolkit Support

100RTL
 120RTL
 130RTL
 170RTL

100RTL
 120RTL
 182

100
 100S
 181
 181S
 8010

INDRA Radar Upgrade Program

Indra DTD, Sociada Anonima
 MAR EGEO, 4 POL. IND. N. 1
 San Fernando De Henares
 28850 Madrid

SAIC/WPAFB JSF Program

SAIC
 10260 Campus Point Drive
 San Diego, CA 92121

Northrup Grumman RTK

Northrup Grumman
 P.O. Box 392
 M/S A320
 Baltimore, MD 21203

LM-FTW JSF Toolkit

Lockheed Martin Corporation
 Aeronautics Material Management Center
 P.O. Box 748
 Fort Worth, TX 76101

SymSystems EA-6B

SymSystems
 12508 E. Briarwood Avenue, Suite 1-F
 Englewood, CO 80112

BAE Aus APN-241

BAE Australia
 Defense Science
 Technology Organization (DSTO)
 Building 116 - Receiving Stores
 Commercial Road

1804-103

1804-102

1804-105

1804-107

1833-001

1804-109

COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of the 17th day of December, 1998, by Camber Corporation, a Delaware corporation (the "Assignor"), to LaSalle National Bank, a national banking association (the "Assignee").

RECITALS

The Assignor and the Assignee are parties to a certain Loan and Security Agreement, dated the date of this Agreement (together with any and all amendments, revisions, modifications, supplements, and restatements thereof and therefor, collectively, the "Loan Agreement"). Terms in the upper case and other terms used but not otherwise defined herein are used with the same meanings as defined in the Loan Agreement.

The Assignee has agreed to make the loans described in the Loan Agreement, subject to the terms and conditions set forth in the Loan Agreement. The Assignor has agreed to grant to Assignee a security interest in all of Assignor's personal property assets pursuant to the Loan Agreement and, with respect to its patents, patent applications, trademarks, trademark applications, trade names, goodwill, copyrights, licenses, and trade secrets pursuant to this Assignment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth in this Assignment and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Collateral Assignment of Intellectual Property. To secure the full, complete, and timely payment and satisfaction of all of Assignor's Liabilities arising under the Loan Agreement, Assignor hereby collaterally assigns, transfers, sets over, and delivers to the Assignee and grants to Assignee (with power of sale, to the extent permitted by law, upon the occurrence of a Default under the Loan Agreement) a first priority mortgage, lien, and security interest on and in all of Assignor's right, title, and interest in and to all of its now owned or existing and hereafter acquired or arising (whether registered, filed, or recorded) intellectual property, including, without limitation:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications including, without limitation, those listed on the attached Schedule A, and (i) the reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (ii) all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and (iii) the right to sue for past, present, and future infringements

thereof (all the foregoing under this subsection (a) hereinafter collectively referred to as the "Patents"); and

(b) trademarks, trademark registrations, trade names, and trademark applications, including, without limitation, the trademarks and tradenames and applications and registrations therefor listed on the attached Schedule B, and: (i) continuations, extensions, and renewals thereof; (ii) all income, royalties, damages, and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iii) the right to sue for past, present, and future infringements thereof; and (iv) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (b) hereinafter collectively referred to as the "Trademarks"); and

(c) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and

(d) license agreements, with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on the attached Schedule C, and the right to prepare for sale, sell, and advertise for sale, all Inventory (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing under this subparagraph (d) hereinafter referred to collectively as the "Licenses"); and

(e) copyrights, copyright registrations, and copyright applications, including, without limitation, the copyrights and registrations and applications therefor listed on the attached Schedule D, and: (i) all income, royalties, damages, and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (ii) the right to sue for past, present and future infringements thereof; and (iii) all rights corresponding thereto throughout the world (all of the foregoing under this subsection (e) hereinafter collectively referred to as the "Copyrights"); and

(f) trade secrets, including, without limitation, the trade secrets listed on the attached Schedule E (collectively, the "Trade Secrets").

All of the foregoing Patents, Trademarks, Licenses, Copyrights, Trade Secrets, goodwill, and other intellectual property and proprietary rights of the Assignor set forth above in this Section 1 are collectively hereinafter referred to as the "Intellectual Property."

2. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Trademarks, Licenses, Copyrights, and Trade Secrets listed on Schedules A, B, C, D, and E respectively, constitute all of the Patents, Trademarks, Licenses, Copyrights, and Trade Secrets

now owned by Assignor. If, before the Liabilities shall have been satisfied in full, Assignor shall obtain rights to or become entitled to the benefit of any new patentable invention, patent or trademark application, tradename, trademark registration, license, license renewal, copyrights or application or registration therefor, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the foregoing shall be subject to the collateral assignment set forth in paragraph 1 hereof. Upon obtaining rights to the foregoing, the Assignor shall give to Assignee prompt written notice thereof, together with amended Schedules A, B, C, D, and/or E, as applicable, to include the foregoing and shall execute and record any and all other and further documents and shall execute and record any and all other further documents, agreements, or instruments necessary, in the Assignee's discretion, to give the Assignee a valid and first priority mortgage, lien, and security interest on and in the foregoing.

3. Restrictions on Future Agreements. Assignor agrees that until the Liabilities shall have been fully and completely paid and satisfied Assignor will not outside the ordinary course of business, without Assignee's prior written consent, enter into any agreement, whether the agreement is in the form of a license, assignment, or the Assignor's grant and collateral assignment of a mortgage, lien, and security interest as under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment.

4. Agreements and Duties of Assignor. Assignor agrees: (a) not to sell or assign, outside the ordinary course of business, its interest in, or grant any license under, its Intellectual Property, without the prior written consent of Assignee; (b) to maintain the quality of any and all products in connection with which the Patents and/or Trademarks are used, consistent with the quality of the products as of the date hereof; (c) not to change the quality of the products without Assignee's express written consent; and (d) to provide Assignee, as often as requested thereby, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

Assignor shall have the duty: (a) to prosecute diligently any patent application of the Patents, any trademark application of the Trademarks, and any copyright application of the Copyrights, pending as of the date hereof or thereafter until the termination of this Assignment pursuant to Paragraph 10 hereof; (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate; and (c) to preserve and maintain all rights in patent applications and patents of the Patents and in trademark applications, trademarks, and trademark registrations of the Trademarks, and in copyright applications and registrations of the Copyrights, and to use practices to maintain the confidentiality of all Trade Secrets. Any expenses incurred in connection with such applications and practices shall be borne by Assignor.

Unless the benefits to be derived from the following are negligible, immaterial, or the following are otherwise of little or no value, Assignor shall not abandon: (a) any right to file a patent, trademark, or copyright application; (b) any pending patent, trademark, or copyright

application; and (c) any patent, trademark, or copyright (whether pending or otherwise), without the consent of Assignee, which consent shall not be unreasonably withheld.

5. Assignee's Right to Sue. From and after the occurrence of a Default and the provision by Assignee of written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and any licenses thereunder, and, if Assignee shall commence any suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of the enforcement and Assignor shall promptly, upon demand, reimburse, and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 5.

6. Power of Attorney. Assignor hereby authorizes Assignee to make, constitute, and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power: (a) at any time, to endorse Assignor's name on all applications, documents, papers, and instruments necessary or desirable for the Assignee to effect or maintain a valid mortgage, lien, and security interest on and in and collateral assignment of the Intellectual Property; and (b) from and after the occurrence of a Default and written notice given by the Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property to: (i) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone; or (ii) assign, pledge, convey, or otherwise transfer title in or dispose of the Intellectual Property to anyone. Assignee hereby ratifies all that the attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been fully paid, performed, and satisfied.

7. Assignee's Other Rights and Remedies. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records, and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of a Default and the provision by Assignee or written notice to Assignor of Assignee's intention to enforce its rights and claims against any of the Intellectual Property, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish additional product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignors acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement but rather is intended to facilitate the exercise of those rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located. All of Assignee's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other assignment or by law shall be cumulative and may be exercised singularly or concurrently.

8. Royalties. Assignor hereby agrees that the use by Assignee of all Intellectual Property as described above shall be worldwide and without any liability for royalties or other related charges from Assignee to the Assignor.

9. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power, or privilege under this Assignment or under the Loan Agreement, shall operate as a waiver of the right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege under this Assignment or under the Loan Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

10. Termination. This Assignment is made for collateral purposes only, and upon full and complete payment and satisfaction of the Liabilities, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments, or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Intellectual Property, subject to any disposition of the Intellectual Property which may have been made by Assignee pursuant to this Assignment or pursuant to the Loan Agreement.

11. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then the invalidity or unenforceability shall affect only the clause or provision, or part thereof, in the jurisdiction, and shall not in any manner affect the clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

12. Modification. This Assignment cannot be altered, amended, or modified, in any way, except by consent of Assignee as specifically provided in Section 3 of this Assignment, or by a writing signed by the parties.

13. Binding Effect. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees, and assigns.

14. Governing Law. This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

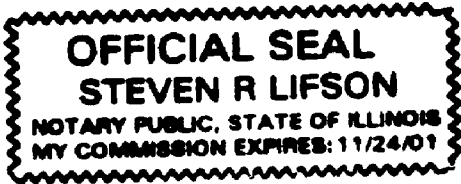
IN WITNESS WHEREOF, the parties to this Assignment have duly signed this Assignment as of the date first written above.

CAMBER CORPORATION, a Delaware corporation

By: Walter Batsen
Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Collateral Assignment of Intellectual Property was signed and acknowledged before me this 17th day of December, 1998, by Walter Batsen, Jr., personally known to me to be the President of Camber Corporation, a Delaware corporation, on behalf of the corporation.



Steven R. Lifson
Notary Public

ACCEPTANCE

The undersigned, LaSalle National Bank, a national banking association, accepts the foregoing Collateral Assignment of Intellectual Property.

LASALLE NATIONAL BANK

By: Mary S. Joseph
Its: First Vice President

STATE OF ILLINOIS)

COUNTY OF COOK

) SS.
)

The foregoing Collateral Assignment of Intellectual Property was signed and acknowledged before me this 17th day of December, 1998, by Mary S. Josephs, personally known to me to be the First V.P. of LaSalle National Bank, a national banking association, on behalf of the association

Steven R. Lifson
Notary Public



Salisbury, South Australia, 5108

Logicon Technical Services, Inc.
P.O. Box 317258
Dayton, OH 45437-7258

1804-108

LTSI NT Toolkit

Basic Toolkit Run-Time License (NT)
Poly Pager Run-Time License (NT)
Database Conversion Tool - FLT
NTSC Video Board

NTSC Video Board

8020

100RTL
120RTL
182
8020

TOTAL

MCBRIDE BAKER & COLES

A Law Partnership Including Professional Corporations

Maureen A. Drews
Paralegal

312 715-5737
drews@mbc.com

500 West Madison Street, 40th Floor
Chicago, Illinois 60661-2511

312 715-5700
Fax 312 993-9350
www.mbc.com

One Mid America Plaza
Suite 1000
Oakbrook Terrace, IL 60181-4710
630 954-2100
Fax 630 954-2112

March 15, 1999

Commissioner of Patents and
Trademarks
Box Assignments
Washington DC 20231

Re: Camber Corporation, Assignor
LaSalle National Bank, Assignee
Collateral Assignment of Trademarks

Dear Sir:

Enclosed please find the following documents:

1. Collateral Assignment of Trademarks.
2. Recordation Form Cover Sheet.
3. Check for \$140.00.
4. Return Postcard to Acknowledge Receipt.
5. Duplicate copy of letter.

The Commissioner is hereby authorized to charge any additional fee, which may be due or credit any overpayment to Deposit Account No. 13-0045. A duplicate copy of this letter is enclosed for that purpose.

Please acknowledge your receipt of the enclosed by date-stamping and returning to us the enclosed postcard.

Sincerely yours,

Maureen A. Drews

MAD:md
Enclosures
cc: John J. Cresto
Paul R. Simons

TRADEMARK
REEL: 1876 FRAME: 0921

MCBRIDE BAKER & COLES

A Law Partnership Including Professional Corporations

Maureen A. Drews
Paralegal

312 715-5737
drews@mbc.com

500 West Madison Street, 40th Floor
Chicago, Illinois 60661-2511

312 715-5700
Fax 312 993-9350
www.mbc.com

One Mid America Plaza
Suite 1000
Oakbrook Terrace, IL 60181-4710
630 954-2100
Fax 630 954-2112

March 15, 1999

Commissioner of Patents and
Trademarks
Box Assignments
Washington DC 20231

Re: Camber Corporation, Assignor
LaSalle National Bank, Assignee
Collateral Assignment of Trademarks

Dear Sir:

Enclosed please find the following documents:

1. Collateral Assignment of Trademarks.
2. Recordation Form Cover Sheet.
3. Check for \$140.00.
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5. Duplicate copy of letter.

The Commissioner is hereby authorized to charge any additional fee, which may be due or credit any overpayment to Deposit Account No. 13-0045. A duplicate copy of this letter is enclosed for that purpose.

Please acknowledge your receipt of the enclosed by date-stamping and returning to us the enclosed postcard.

Sincerely yours,



Maureen A. Drews

MAD:md
Enclosures
cc: John J. Cresto
Paul R. Simons

TRADEMARK
REEL: 1876 FRAME: 0922

Guidelines for Completing Trademarks Cover Sheet

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" to indicate that additional information is attached. If the receiving party is an assignee not domiciled in the United States, a designation of domestic representative is required. Place a check mark in appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 3. Nature of Conveyance.

Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. Enter the execution date of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Registrations Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Deposit Account Number.

Enter the deposit account number to authorize charges. Attach a duplicate copy of cover sheet to be used for the deposit charge account transaction.

Item 9. Statement and Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet, confirming that to the best of the person's knowledge and belief, the information contained on the cover sheet is correct and that any copy of the document is a true copy of the original document. Enter the total number of pages including the cover sheet, attachments, and document.

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