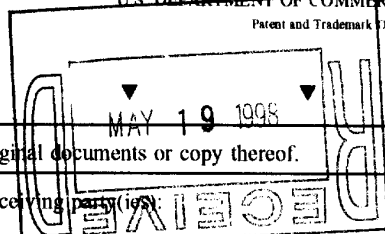


5.19.98

09-02-1998



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To the Honorable Commissioner of 100805775 attached original documents or copy thereof.

1. Name of conveying party(ies): Aquila Technologies Group, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (New Mexico)

Other _____

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

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

Name: Bank of America Trust and Savings Association, as Administrative Agent

Internal Address: _____

Street Address: 1850 Gateway Boulevard

City: Concord State: California ZIP: 94520

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other National banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation 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: September 1, 1997

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

A. Trademark Application No.(s) See attached Annex 1-A

B. Trademark Registration No.(s) See attached Annex 1-A

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

5/21/1998 JSHABAZZ 00000100 769480

FC:481 40.00 OP

FC:482 150.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached 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.

Raymond M. Maiello, Esq. [Signature] 5/15/98

Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

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

**ANNEX 1-A TO
ASSUMPTION AGREEMENT**

1. Notice Addresses of Guarantors:

Aquila Technologies Group, Inc.
8401 Washington Place, NE
Albuquerque, NM 87113
Fax: (505) 828-9115

2. Description of Pledged Securities:

<u>Issuer</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
Aquila Technologies Group, Inc., f/k/a BFAnm Corporation	20	769,480
Aquila Technologies Group, Inc., f/k/a BFAnm Corporation	28	430,870
Aquila Technologies Group, Inc., f/k/a BFAnm Corporation	31	1,200,350

3. Filings and Other Actions Required to Perfect Security Interests:

Uniform Commercial Code filings naming Aquila Technologies Inc. as Debtor to be filed in the office of the Secretary of State of New Mexico. Delivery of the stock certificates described in 2, above with undated, executed stock powers.

4. Location of Jurisdiction of Organization and Chief Executive Office:

Aquila Technologies Group, Inc. Location 8401 Washington Place, NE
Albuquerque, NM 87113

Jurisdiction of Organization: New Mexico

5. Location of Inventory and Equipment:

8401 Washington Place, NE
Albuquerque, NM 87113

6. Copyrights and Copyright Licenses; Patent and Patent Licenses; Trademarks and Trademark Licenses:

a. Contract Relating to Intellectual Property Assets

Cooperation and Project Funding Agreement dated December 29, 1993, by and between The Israel-United States Binational Industrial Research and Development Foundation and H-G-Tek Ltd and Aquila Technologies Group, Inc.

Joint Venture Agreement between the Russian Federation Research Institute of Technical Physics and Automation and Aquila Technologies Group, Inc., dated February 19, 1993.

CRADA between Associated Universities and the Company Re: Brookhaven

OEM Master License Agreement #0495-AQV-O-MLA-1 between RSA Data Security, Inc. and Aquila Technologies Group, Inc. dated April 21, 1995 for the license of RSA software. Sellers have not obtained license agreements from distributors and end users and will obtain such licenses under RSA license post-Closing.

Licensing Agreement between Forschungszentrum Julich GmbH (KFA) and Aquila Technologies Group, Inc. for Electronic Sealing System VACOSS S entered into July, 1991 and terminating December 31, 2001 unless extended.

Contract by and between MLC Group, Inc. on behalf of the Regents of the University of California, at Los Alamos National Laboratory and the Company for the purchase of certain pieces of equipment described therein for a total of \$80,289.89.

Employees all sign Nondisclosure Agreement; no other contracts (see (g) below)

Rights to inventions have been assigned by employees relating to the patent application referred to in b below. No other assignments have been executed, because there are no other patentable inventions

b. Patents.

Application for U.S. Patent for "Connecting a Portable Device to a Network,"
U.S. Serial No. 08/282,051, filed July 28, 1994

Application for U.S. Patent for Seal System by Aquila Technologies Group, Inc.
and Hi-G-Tek, an Israeli corporation. U.S. Serial No. 08/810,454, filed March 4,
1997.

c. Marks

Aquila Assetlan U.S. Serial No. 74/643,693 Pending Statement of Use (deadline
11/5/97)

Aquila Technologies Group, Inc. U.S. Reg. No. 2,073,093

Trademark "AEON" and Design, U.S. Registration No. 1,375,564

Trademark "THE STATE MACHINE". U.S. Registration No. 1,375,577

Cobra Seal, U.S. Registration No. 1,873,116

Aquila Technologies Group, Inc. U.S. Reg. No. 2,074,948

Aquila Trademark application for the mark "AQUILA TECHNOLOGIES
GROUP, INC." serial number 74/702,217, sent for publication in Official
Gazette on April 8, 1997 74/702,217

General Physics Institute, Inc., no application for trademark has been filed or is
planning to be filed

TFA Computer, Inc., this mark has not been registered

All employees sign a nondisclosure agreement, and the source code is
never disclosed.

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of September 1, 1997, made by AQUILA TECHNOLOGIES GROUP, INC. a New Mexico corporation (the "Additional Grantor"), in favor of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent" for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below. All capitalized terms not defined herein shall have the meaning ascribed to them in such Credit Agreement.

WITNESSETH:

WHEREAS, PACKARD BIOSCIENCE COMPANY, a Delaware corporation ("Packard") the Subsidiary Borrowers named therein, the Lenders, the Administrative Agent, CANADIAN IMPERIAL BANK OF COMMERCE, as Documentation Agent, and BANCAMERICA SECURITIES, INC. and CIBC WOOD GUNDY SECURITIES CORP., as Co-Arrangers and Co-Syndication Agents, have entered into a Credit Agreement, dated as of March 4, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Packard and certain of its Affiliates (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of March 4, 1997 (as amended, supplemented or otherwise modified from time to time, (the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Lenders;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

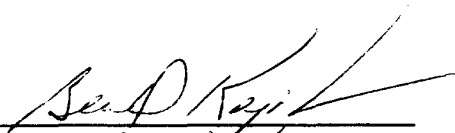
1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules 1, 2, 3, 4, 5 and 6, as applicable, to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of

the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

AQUILA TECHNOLOGIES GROUP, INC.

By: 
Name: BEN D. KAPLAN
Title: TREASURER

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3954
(212) 455-2000

FACSIMILE (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-3232

E-MAIL ADDRESS

r_maiello@stblaw.com

EXPRESS MAIL

August 28, 1998

Re: Notice of Non-Recordation of Document

Maurice Carter, Examiner
U.S. Patent and Trademark Office
Assignment Division, Box Assignments, CG-4
1213 Jefferson Davis Hwy, Suite 320
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recordation please find a Security Agreement in favor of Bank of America Trust and Savings Association, as Administrative Agent, covering 7 U.S. trademarks and trademark applications.

In response to your letter of July 30, 1998, please note that Serial Number 74/7022110 was mistyped and should read 74/702210. I resubmit the original recordation cover sheet in the hope that the appropriate filing may now be executed.

Respectfully submitted,



Raymond M. Maiello

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS
TRADEMARK

LOS ANGELES

REEL: 1777 FRAME: 0867



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 30, 1998

PTAS

SIMPSON THACHER & BARTLETT
RAYMOND M. MAIELLO, ESQ.
425 LEXINGTON AVENUE
NEW YORK, NY 10017



100715903A

31

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 100715903

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. SERIAL NUMBER 747022110 CAN NOT BE FOUND IN THE PATENT & TRADEMARK RECORDS. PLEASE CLARIFY THE PROPERTY NUMBERS TO BE RECORDED.

MAURICE CARTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDED: 05/19/1998

TRADEMARK
REEL: 1777 FRAME: 0868