

MRD

10-13-98

11-04-1998



To the Honorable Commissioner of Patent

100867535

...hed original documents or copy thereof.

1. Name of conveying party(ies):

Dranetz Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of Conveyance:

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

Execution Date: September 18, 1998

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

Name: Comerica Bank-California

Internal Address: \_\_\_\_\_

Street Address: 333 West Santa Clara,

City San Jose State CA ZIP 95113

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

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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,464,376	1,846,373	2,096,888
1,516,885	1,889,720	2,101,355
1,645,885	2,045,661	
1,845,077	2,061,033	

Additional numbers attached?  Yes  No

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

Name: Douglas C. Limbach

Internal Address: Limbach & Limbach L.L.P.  
 Street Address: 2001 Ferry Building  
 City, State, ZIP: San Francisco, California 94111  
 Telephone: (415) 433-4150  
 Facsimile: (415) 433-8716

Attorney Docket No. MAHL-205

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41):.....\$ 265.00

- Enclosed
- Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
- Authorized to be charged to deposit account

8. Deposit account number: 12-1420

(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.

Douglas C. Limbach 32,249  
Name of Person Signing

Douglas C. Limbach  
Signature

10-9-98  
Date

Total number of pages including cover sheet, attachments and document: 19

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

11/02/1998 00000201 1464376

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01 FC:481 40.00 OP  
02 FC:482 225.00 OP  
Documents to be recorded with registration cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20213, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

# EXHIBIT A

## COPYRIGHTS

TITLE OF WORK:	REG. NO.	AUTHOR
Instruction manual for phasemeter mainframe models 305, 305B, 305C, and 305D, plug-in model 305-PA-3001, plug-in model 305-PA-3002	TX1519653	Dranetz Technologies, Inc.
Technical manual operation and maintenance instructions for power system polymeeter model 325 : TM-102403	TX1519654	Dranetz Technologies, Inc.
Operator's manual, volume I, system 22 sequence of events recorder : TM-103700	TX1519655	Dranetz Technologies, Inc.
Operator's manual, volume I, series 808 electric power and demand analyzer : TM-110300	TX1519656	Dranetz Technologies, Inc.
Operator's manual : v. 1, DC/AC voltage disturbance, analyzer series 616	TX1519699	Dranetz Technologies, Inc.
Operator's manual : v. 1, Model 3110 precision wide band phase angle voltmeter	TX1519700	Dranetz Technologies, Inc.
Operator's manual : v. 1, Power-line disturbance analyzer series 606	TX1519701	Dranetz Technologies, Inc.
Technical manual operation and maintenance phasemeter model 314	TX1529130	Dranetz Technologies, Inc.
Model K103 test kit and model 604A disturbance [sic] simulator : operator's manual	TX1593552	Dranetz Technologies, Inc.
Model 2000 time events analyzer : v. 1 : operator's manual	TX1593553	Dranetz Technologies, Inc.
Lot-808 source code listing	TX1673155	Dranetz Technologies, Inc.
Universal disturbance analyzer, operator's manual : v. 1	TX1710712	Dranetz Technologies, Inc.

# COLLATERAL ASSIGNMENT, PATENT MORTGAGE AND SECURITY AGREEMENT

This Collateral Assignment, Patent Mortgage and Security Agreement (this "Collateral Assignment") is made as of the 18th day of September, 1998 by and between Dranetz Technologies, Inc., a New Jersey corporation ("Assignor") with its chief executive offices at 1000 New Durham Road, Edison, New Jersey 08818, and Comerica Bank-California ("Assignee"), a California corporation, with its headquarter office at 333 West Santa Clara Street, San Jose, California 95113.

## RECITALS

A. Assignee has agreed to lend to Assignor certain funds (the "Loan"), and Assignor desires to borrow such funds from Assignee, pursuant to the terms of that certain Loan and Security Agreement (Accounts and Inventory) dated as of November 20, 1996, which was amended thereafter pursuant to the following modification agreements: (i) that certain First Modification to Loan & Security Agreement dated as of November 20, 1996 (the "First Modification"); (ii) that certain Second Modification to Loan & Security Agreement dated as of October 1, 1997 (the "Second Modification"); (iii) that certain Third Modification to Loan & Security Agreement dated as of December 22, 1997 (the "Third Modification"); and (iv) that certain Fourth Modification to Loan and Security Agreement of even date herewith and certain documents related thereto (collectively, the "Loan Agreements").

B. In order to induce Assignee to make the Loan, Assignor has agreed to assign, for collateral purposes only, certain intangible property to Assignee for the purpose of securing the obligations of Assignor to Assignee under the Loan Agreements.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment, Patent 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, obligation and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest in and a mortgage to Assignee, as security, Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright application, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

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

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

(d) 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 Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark 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 Exhibit C attached hereto (collectively, the "Trademarks")

(f) Any and all claims for damages by way of past, present and future infringement 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;

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

(h) 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.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE NOTE AND SECURITY AGREEMENT.

2. Authorization and Request. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Collateral 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 and except for liens, encumbrances or security interests described in Exhibit D attached hereto;

(b) Performance of this Collateral Assignment does not conflict with or result in a breach of any agreement to which Assignor is party or by which Assignor is bound;

(c) During the term of this Collateral Assignment, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor;

(d) 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;

(e) Assignor shall promptly advise Assignee of any material 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 Collateral Assignment;

(f) 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 Assignee 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 Assignee, which shall not be unreasonably withheld;

(g) 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 Assignee may request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral;

(h) This Collateral 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 Assignee 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 Note upon making the filings referred to in clause (i) below;

(i) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents 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 governmental authority or 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 Collateral Assignment or by Assignor; or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies hereunder;

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

(k) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

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

4. Assignee's Rights. Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Collateral Assignment to take but which Assignor fails to take, after five (5) days' telephonic or written notice to Assignor. Assignor shall reimburse and indemnify Assignee for all costs and expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Assignor hereby grants to Assignee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, any of Assignor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Assignee to access to Assignor's trade secrets and/or other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Assignor will, at its own expense, 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 Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Patents.

(b) Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:

(i) To modify, in its sole discretion, this Collateral Assignment without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C thereof, to include reference to any right, title or interest in any copyright, patents, or trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title, 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.

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

(a) An Event of Default occurs under the Loan Agreements or any other agreement; or

(b) Assignor breaches any warranty or agreement made by Assignor in this Collateral Assignment.

8. Remedies. Upon the occurrence of an Event of Default, Assignee shall have the right to exercise all of the rights and remedies of a secured party under the California Uniform Commercial Code, including, without limitation, the right to require Assignor to assemble the Collateral and to make it available to Assignee at a place designated by Assignee. Assignor will pay any expenses (including attorneys' fees and legal and other costs) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including, without limitation, any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee 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 Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Collateral Assignment or otherwise (including, without limitation, attorneys' fees and legal and other costs), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

10. Reassignment. At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Collateral Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, legal and other costs and disbursements.

12. Insertions; Amendments. This Collateral Assignment is an integrated agreement and supersedes all prior agreements and/or negotiations regarding the subject matter hereof. This

Collateral Assignment may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Collateral Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. California Law and Jurisdiction. This Collateral Assignment shall be governed by the laws of the State of California, without regard for choice of law principles. Assignor and Assignee consent to the non-exclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment, Patent Mortgage and Security Agreement as of the day and year first above written.

ASSIGNOR:

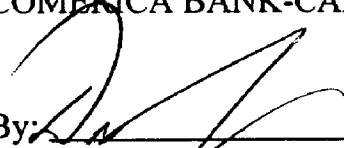
DRANETZ TECHNOLOGIES, INC.

By:  \_\_\_\_\_

Title: CEO \_\_\_\_\_

ASSIGNEE:

COMERICA BANK-CALIFORNIA

By:  \_\_\_\_\_

Title: VP \_\_\_\_\_



**COPYRIGHTS**

<b>TITLE OF WORK:</b>	<b>REG. NO.</b>	<b>AUTHOR</b>
<b>Operator's manual volume 1 for model 3105 precision power &amp; harmonic analyzer</b>	<b>TX1881396</b>	<b>Dranetz Technologies, Inc.</b>
<b>Operator's manual for models 809 &amp; 810 remote power/demand analyzer : v. 1</b>	<b>TX1881397</b>	<b>Dranetz Technologies, Inc.</b>
<b>Operator's manual for models 811 &amp; 812 remote power/demand analyzer : v. 1</b>	<b>TX1881398</b>	<b>Dranetz Technologies, Inc.</b>
<b>Operator's manual for series 646 power line disturbance analyzer, models 646-1 and 646-3 : v. 1</b>	<b>TX1881421</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 808 electric power and demand analyzer : operator's manual : v. 1 : TM-110300</b>	<b>TX1912199</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112200 : v. 1, Operator's manual, power network information management system (CCS and IOCs)</b>	<b>TX2037137</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112600 : v. 1, Operator's manual, series 710 data communications multiplexer (DCM)</b>	<b>TX2037138</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112643-G2 : v. 1, Operator's manual, 710-PA-7002 RS-232C serial link communication module</b>	<b>TX2037139</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112631 : v. 1, Operator's manual, 710-PA-7003 FSK datalink communications module</b>	<b>TX2037140</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112649 : v. 1, Operator's manual 710-PA-7004 Bell 103 modem communications module</b>	<b>TX2037141</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112643-G4 : v. 1, Operator's manual, 710-PA-7005 extended range serial link communications module</b>	<b>TX2037142</b>	<b>Dranetz Technologies, Inc.</b>

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<b>TITLE OF WORK:</b>	<b>REG. NO.</b>	<b>AUTHOR</b>
<b>TM-112727 : v. 1, Operator's manual, 3200-PA-3003 three-phase AC monitor</b>	<b>TX2044760</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113121 : v. 1, Operator's manual, 3200-PA-3012A communications module</b>	<b>TX2044761</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112700 : v. 1, Operator's manual, series 3200 systems monitor</b>	<b>TX2044762</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112729-G1 : v. 1, Operator's manual, 3200-PA-3024A three-phase AC voltage harmonic analyzer</b>	<b>TX2044763</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 626-RMU data management software operator's guide, V 1.0 : TM-113494</b>	<b>TX2044828</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 626R data management software operator's guide, V 1.0 : TM-113495</b>	<b>TX2044829</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 3200 data management software operator's guide, V 1.0 : TM-113496</b>	<b>TX2044830</b>	<b>Dranetz Technologies, Inc.</b>
<b>Dran-Scan I software operator's guide : TM-113475</b>	<b>TX2044833</b>	<b>Dranetz Technologies, Inc.</b>
<b>LOT-808 Dranetz 800-series/I B M interface software : TM-107884</b>	<b>TX2044834</b>	<b>Dranetz Technologies, Inc.</b>
<b>Powerstar software operator's guide : TM-113485</b>	<b>TX2044835</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-107381 operator's guide to programming</b>	<b>TX2056833</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111630, v. 1--operator's manual, 2211-0-402, 8-channel alarm contact board</b>	<b>TX2056834</b>	<b>Dranetz Technologies, Inc.</b>

## COPYRIGHTS

TITLE OF WORK:	REG. NO.	AUTHOR
TM-112275, volume 1--operator's manual, system 25 power network information management system remote communications interface (RCI)	TX2069640	Dranetz Technologies, Inc.
Series 626 universal disturbance analyzer, model 626A : v. 1 : operator's manual	TX2069986	Dranetz Technologies, Inc.
Model 3115 dual channel signal analyzer : TM-107300-G4 operator's manual : v. 1.	TX2100769	Dranetz Technologies, Inc.
TM-112725 : v. 1, operator's manual 3200-PA-3001 single phase AC monitor	TX2101708	Dranetz Technologies, Inc.
Series 626 data management software operator's guide : TM-113497	TX2124268	Dranetz Technologies, Inc.
TM-113575, volume 1, operator's manual : model 626R remote environmental monitor	TX2290014	Dranetz Technologies, Inc.
TM-113136-G1 : vol. 1, operator's manual, 3200-PA-3002A DC monitor	TX2301377	Dranetz Technologies, Inc.
Data acquisition software operator's guide : TM-113499	TX2313116	Dranetz Technologies, Inc.
TM-113136-G3 : v. 1, operator's manual 3200-PA-3002C DC monitor	TX2313117	Dranetz Technologies, Inc.
Series 656 data management software operator's guide : TM-113570	TX2326999	Dranetz Technologies, Inc.
PC IOC data transfer software operator's guide : TM-113498	TX2327000	Dranetz Technologies, Inc.
TM-113425 : v. 1, operator's manual : dual disk drive mass storage unit	TX2334382	Dranetz Technologies, Inc.

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<b>TITLE OF WORK:</b>	<b>REG. NO.</b>	<b>AUTHOR</b>
<b>Operating instructions for Dranetz model 612 disturbance simulator : TM-113525</b>	<b>TX2338937</b>	<b>Dranetz Technologies, Inc.</b>
<b>Instruction manual for the Dranetz 656-XD-1001 temperature &amp; humidity transducer : TM-113800</b>	<b>TX2338938</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113625, 710-RMU-1, 710-RMU-3, 710-RMU-3DC, 710RMU-3H, 710-RMU-3HDC : vol. 1, operator's manual</b>	<b>TX2341001</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-106705U : v. 2, Service manual, 626-PA-6001 single phase AC monitor</b>	<b>TX2343482</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110280-1U : v. 2, Service manual, 626-PA-6007 event monitor</b>	<b>TX2343483</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110390AU : v. 2, Service manual, 626-PA-6006 AC neutral monitor</b>	<b>TX2343484</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110235U : v. 2, Service manual, 626-PA-6003 3-phase AC monitor</b>	<b>TX2343485</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111805 : v. 2, Service manual, 626-PA-6005 AC current monitor</b>	<b>TX2343486</b>	<b>Dranetz Technologies, Inc.</b>
<b>Model 626GP, graphics printer for series 626 : TM-113000-G2, v. 2, service manual</b>	<b>TX2346029</b>	<b>Dranetz Technologies, Inc.</b>
<b>Time events analyzer, model 2000 : TM-110100, V. 2, service manual</b>	<b>TX2346031</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111960-G1 : v. 2, service manual, 3-phase voltage harmonic analyzer, 626-PA-6024A</b>	<b>TX2350793</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113000-G1 : v. 2, service manual, model 626GP, graphics printer for the series 626</b>	<b>TX2350794</b>	<b>Dranetz Technologies, Inc.</b>

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<b>TITLE OF WORK:</b>	<b>REG. NO.</b>	<b>AUTHOR</b>
TM-111960-G2 : v. 2, service manual, 3-phase A C current harmonic analyzer, 626-PA-6024B	TX2350795	Dranetz Technologies, Inc.
TM-111925 : v. 2, service manual, broadband radio frequency (R F) monitor 626-PA-6020	TX2350796	Dranetz Technologies, Inc.
TM-112975 : v. 2 service manual, 626-PA-6030 3-phase graphic A C monitor	TX2353144	Dranetz Technologies, Inc.
TM-112643-G2 : v. 2, service manual, 710-PA-7002 RS-232C serial link communication module	TX2353360	Dranetz Technologies, Inc.
Dual disk drive mass storage unit : TM-113425 v. 2, service manual	TX2353454	Dranetz Technologies, Inc.
Power line disturbance analyzer, ser. 646 : TM-111825 v. 2, service manual	TX2353455	Dranetz Technologies, Inc.
Data communications multiplexer (DCM) : TM-112600 : v. 2, service manual, series 710	TX2353456	Dranetz Technologies, Inc.
Remote power/demand analyzer, models 809/810 : TM-111500 service manual : v. 2	TX2353457	Dranetz Technologies, Inc.
TM-111555 service manual : v. 2, Models 811/812, remote power/demand analyzer	TX2353477	Dranetz Technologies, Inc.
TM-112643-G4 service manual : v. 2 : 710-PA-7005 extended range seriallink communication module	TX2357013	Dranetz Technologies, Inc.
TM-112631 service manual : v. 2 : 710-PA-7003 FSK datalink communication module	TX2357014	Dranetz Technologies, Inc.
TM-112649 service manual : v. 2 : 710-PA-7004 Bell 103 modem communication module	TX2357015	Dranetz Technologies, Inc.

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<b>TITLE OF WORK:</b>	<b>REG. NO.</b>	<b>AUTHOR</b>
<b>TM-111900 : v. 2 service manual, 626-PA-6012A communications module</b>	<b>TX2378311</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110280-3U : v. 2 service manual, 626-PA-6011 time and event accumulator</b>	<b>TX2378312</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111027 : v. 2 service manual, 626-PA-6015 3-channel transducer monitor</b>	<b>TX2378313</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111650 : v. 2 service manual, 626-PA-6018 impulse energy monitor</b>	<b>TX2378314</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111025 : v. 2 service manual, 626-PA-6008 temperature and humidity monitor</b>	<b>TX2378315</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110650 : v. 2 service manual, 626_PA-6009 3-phase 400-Hz AC monitor</b>	<b>TX2378316</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111200 : v. 2 service manual, remote monitor units : 626-RMU-1, -626-RMU-3, 626-RMU-3A, 626-RMU-3H, 626-RMU-3AH and remote monitor interface adapter : 626-PA-6036</b>	<b>TX2378317</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110385-3U : v. 2 service manual, 626-PA-6002C DC monitor</b>	<b>TX2378318</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110385-1U : v. 2 service manual, 626-PA-6002A DC monitor</b>	<b>TX2378319</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-110300 service manual : v. 2, Series 808 electric power demand analyzer</b>	<b>TX2406238</b>	<b>Dranetz Technologies, Inc.</b>
<b>Universal disturbance analyzer, model 626A : v. 2, service manual</b>	<b>TX2448026</b>	<b>Dranetz Technologies, Inc.</b>
<b>DC/AC voltage disturbance analyzer, series 616 : v. 2, service manual</b>	<b>TX2448027</b>	<b>Dranetz Technologies, Inc.</b>

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<b>8-channel temperature monitor, 626-PA-6014 : v. 2, service manual</b>	<b>TX2448028</b>	<b>Dranetz Technologies, Inc.</b>
<b>Mass storage module, 626-PA-6013 : v. 2, service manual</b>	<b>TX2448029</b>	<b>Dranetz Technologies, Inc.</b>
<b>Universal disturbance analyzer, serie 626 : v. 2, service manual</b>	<b>TX2448030</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-106865 : v. 1, operator's manual, 2211-0-401, 8-channel alarm contact board</b>	<b>TX2479197</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-106986 : v. 1, operator's manual, 2211-0-1111, dual RS-232 port</b>	<b>TX2479198</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-103740 : v. 1, operator's manual, models 2212-0-1021A, -1021E, 2212-0-1022A, -1022E, 2212-0-1023D, DC converter and ground fault detector</b>	<b>TX2479199</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-103715 : v. 1, operator's manual, models 2212-0-1046, remote terminal battery adapter</b>	<b>TX2479200</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113000-G1 : v. 1, operator's manual, model 626GP, graphics printer for the series 626</b>	<b>TX2479201</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113000-G2 : v. 1, operator's manual, model 626GP, graphics printer for the series 626</b>	<b>TM2479202</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111960-G1 : v. 1, operator's manual, model 626-PA-6024A, three-phase AC voltage harmonic analyzer</b>	<b>TX2479203</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111900-G1 : v. 1, operator's manual, 626-PA-6012A, communications module</b>	<b>TX2479204</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-112975 : v. 1, operator's manual, 626-PA-6030, three-phase AC graphics monitor</b>	<b>TX2479205</b>	<b>Dranetz Technologies, Inc.</b>

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<b>TM-111975 : v. 1, operator's manual, 626-PA-6020, broadband radio frequency (RF) monitor</b>	<b>TX2479206</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111960-G2 : v. 1, operator's manual, 626-PA-6024B, three-phase AC current harmonic analyzer</b>	<b>TX2479207</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111805 : v. 1, operator's manual, 626-PA-6005, AC current monitor</b>	<b>TX2479208</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111916 : v. 1, operator's manual, 626-PA-6013, mass storage module</b>	<b>TX2479209</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-111650 : v. 1, operator's manual, 626-PA-6018, impulse energy monitor</b>	<b>TX2479210</b>	<b>Dranetz Technologies, Inc.</b>
<b>626-PA-6037 memory module, 626-PA-6038 memory/modem module : v. 1 : operator's manual</b>	<b>TX2524398</b>	<b>Dranetz Technologies, Inc.</b>
<b>626-PA-6040 400 Hertz three-phase AC graphics monitor : v. 1 : operator's manual</b>	<b>TX2524399</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113499-U6 626-PA-6006 utility software operator's guide</b>	<b>TX2525363</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113499-U3 626-PA-6003 utility software operator's guide</b>	<b>TX2525364</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113810 instruction manual for 656-XD-1002 conducted RF monitor</b>	<b>TX2525365</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113900 instruction manual for 656-XD-1003 radiated RF monitor</b>	<b>TX2525366</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113499 data acquisition software operator's guide</b>	<b>TX2525367</b>	<b>Dranetz Technologies, Inc.</b>
<b>DRAN-SCAN I &amp; DRAN-SCAN II : installation guide</b>	<b>TX2578284</b>	<b>Dranetz Technologies, Inc.</b>
<b>Data management II : software operator's guide</b>	<b>TX2578285</b>	<b>Dranetz Technologies, Inc.</b>

TRADEMARK

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<b>Remote power/demand analyzer, model 806 : v. 1, operator's manual</b>	<b>TX2582601</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 656/656A disturbance waveform analyzer : v. 1, operator's manual</b>	<b>TX2582602</b>	<b>Dranetz Technologies, Inc.</b>
<b>Operating manual, series 626 universal disturbance analyzer</b>	<b>TXu168768</b>	<b>Dranetz Technologies, Inc.</b>
<b>Operator's manual : v. I, Model 3100 sampling network analyzer</b>	<b>TXu183866</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113499-U2, 626-SM-6002 software modeul operator's guide</b>	<b>TX2723621</b>	<b>Dranetz Technologies, Inc.</b>
<b>TM-113499-U25, 626-SM-6025 software module operator's guide</b>	<b>TX2723638</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 901 power harmonic analyzer operator's manual : v. 1</b>	<b>TX2763161</b>	<b>Dranetz Technologies, Inc.</b>
<b>Dranetz 657 graphical &amp; harmonic analysis software, version 1.00 : 657-OS-2001 operator's guide : TM-114639</b>	<b>TX2733765</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 626 universal disturbance analyzer model 626ARA : v. 1, operator's manual : TM-112100-G3</b>	<b>TX2733766</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 657 remote waveform analyzer : v. 1, operator's manual : TM-114560</b>	<b>TX2733767</b>	<b>Dranetz Technologies, Inc.</b>
<b>Series 626 universal disturbance analyzer, model 626G : v. 1, operator's manual : TM-112100-G4</b>	<b>TX2733768</b>	<b>Dranetz Technologies, Inc.</b>

**EXHIBIT B**

**PATENTS**

**NO PATENTS**

EXHIBIT C

TRADEMARKS

	Mark	Appin No. Reg. No.	Status
1.	DRAN-SCAN	73/63,135 1,464,376	Registered §8&15 accepted
2.	POWERGUIDE	73/728,165 1,516,885	Registered §8&15 accepted
3.	DRANETZ	74/069,746 1,645,885	Registered §8&15 accepted
4.	POWER PLATFORM PB	74/340,774 1,845,077	Registered
5.	TASK CARD	74/391,757 1,846,373	Registered
6.	SCOPE MODE	74/496,314 1,889,720	Registered
7.	DRANETZ & Design	75/033,037 2,045,661	Registered
8.	DRAN-VIEW	75/090,248 2,061,033	Registered
9.	DRAN-LINK	75/090,287 2,096,888	Registered
10.	DRAN-LOGGER	75/168,741 2,101,355	Registered

UNREGISTERED TRADEMARKS

- 11. POWER TROUBLESHOOTER
- 12. 6000 UNIVERSAL POWER ANALYZER
- 13. DRANETZ & Design
- 14. POWER QUALITY ANALYZER
- 15. DRANETZ & Design