



10-01-1999

U.S. Patent & TMO/c/TM Mail Rcpt L t. #11

TUCKER FLYER, P.C.
1615 L Street, N.W., Suite 400
Washington, D.C. 20036-5612
(202) 452-8600

10-08-1999



101164436

<p>1. NAME OF CONVEYING PARTY(IES): <i>MRO</i> <i>10-1-99</i></p> <p>Pacific Control Systems, Inc. A Washington State Corporation 27313 S.E. 164th Street Issaquah, Washington 98027</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY(IES):</p> <p>UBC Ltd. A New York Corporation 70-20 Austin Street Forest Hills, New York 11375</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other</p> <p>3a. EXECUTION DATE: September 9, 1999 3b. EFFECTIVE DATE: September 9, 1999</p>	<p>2a. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2b. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4a. TRADEMARK APPLICATION NOS.:</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>4b. TRADEMARK REGISTRATION NO(S).:</p> <p>Reg. No. 1,525,376 – METERCOM Reg. No. 1,520,896 – METERCOM</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. NAME AND ADDRESS OF CORRESPONDENT:</p> <p>Norm D. St. Landau, Esq. Tucker Flyer P.C. 1615 L Street, N.W., Suite 400 Washington, D.C. 20036-5612</p> <p>Our Ref: 66410.301</p>	
<p>6. TOTAL NUMBER OF TITLES: 2</p> <p>7. TOTAL FEE: \$65.00</p> <p>8. CHECK ENCLOSED: <input checked="" type="checkbox"/> No (CHARGE ANY ADDITIONAL FEES TO DEPOSIT ACCOUNT NO. 20-1582)</p> <p>(File cover page in duplicate)</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>Jennifer M. Baraban</i> Date: _____ 1 of _____</p>

I hereby certify that a copy of this document is being deposited with the United States Postal Service by **First Class Mail**, addressed to: **BOX: ASSIGNMENT FEE**, The Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513, this *29th* day of *September*, 1999

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01 FC:481
02 FC:482

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TRADEMARK
REEL: 001971 FRAME: 0815

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 9th day of September, 1999, by and between Pacific Control Systems, Inc., a Washington State corporation, having an address of 27313 S.E. 164th Street, Issaquah, Washington 98027 (hereinafter referred to as "ASSIGNOR"), and UBC LTD., a New York State corporation having a principal place of business at 70-20 Austin St., Forest Hills, NY 11375, (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted and used the Mark METERCOM ("Mark") and owns federal Reg. Nos. 1,525,376 and 1,520,896, for the Mark.

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Mark worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE, all rights, title, and interest in and to the Mark worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. ASSIGNOR hereby assigns and sells to ASSIGNEE, ASSIGNEE's successors and assigns, all worldwide rights, title, and interest in and to the Mark, including all common law rights, federal rights, including those associated with Reg. Nos. 1,525,376 and 1,520,896, trade name rights, and the goodwill associated therewith.

B. ASSIGNOR further assigns to ASSIGNEE the right to sue for past infringement and to recover and hold all damages and profits arising from the Mark.

C. ASSIGNOR shall not attempt to register hereinafter any corporate name, trademark and/or domain name incorporating the term "Metercom" or any phonetic variants thereof.

D. ASSIGNOR shall have the right to use the Mark pursuant to the License Agreement between the parties attached hereto and made a part hereof.

E. ASSIGNEE shall pay a total purchase price of four thousand dollars (\$4,000.00) for this assignment immediately upon receipt of a fully executed copy of this Assignment

F. ASSIGNOR warrants that there are no licenses, encumbrances, or other agreements, either written, oral or implied, relating to the aforementioned Mark, other than the License Agreement between the parties and attached hereto. ASSIGNOR warrants that it is not aware of any litigation, dispute or potential dispute regarding the Mark. ASSIGNOR warrants that it is not aware of any defects in the procurement of the Mark or Reg. Nos. 1,525,376 and 1,520,896.

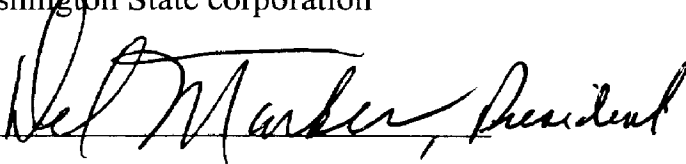
G. ASSIGNOR further warrants that, upon the request of ASSIGNEE, it will execute all papers, make all rightful oaths, testify on behalf of ASSIGNEE, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Mark to ASSIGNEE and otherwise carry out the intent of this Agreement.

H. This Assignment shall be binding upon ASSIGNOR, ASSIGNOR 's successors and assigns, and upon all others acting by, through, with or under ASSIGNOR 's direction or control, and all those in privity therewith.

I. This Assignment constitutes the entire agreement between the parties into which all prior agreements and negotiations are incorporated herein, and it supercedes any prior agreements.

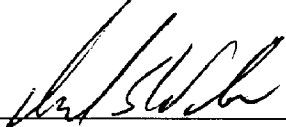
Executed at ISSAQUAH, WA, this 8 day of September, 1999.

PACIFIC CONTROL SYSTEMS, INC.,
a Washington State corporation

By: 
Neil Marder, President

Executed at Forest Hills, NY, this 9 day of September, 1999.

UBC LTD., a New York State corporation

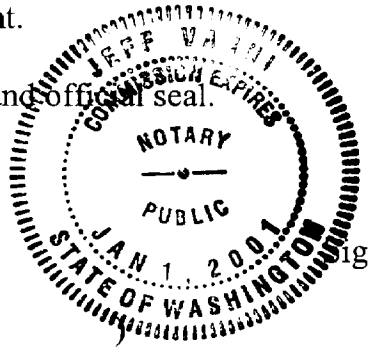
By: 
David S. Woods, President

STATE OF Washington)
)
COUNTY OF King)
)

SS:

On 8th of Sept. 1999, before me, Jeff Vanni, a notary, personally appeared Del Marker, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



[SEAL]

Signature Jeff Vanni

STATE OF)
)
COUNTY OF)
)

SS:

On September 9, 1999, before me, Julius Ross, personally appeared David S. Woods, personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]
JULIUS ROSS
Notary Public, State of New York
No. 41-4522127
Qualified in Queens County
Commission Expires October 31, 2000

Signature Julius Ross