



03-23-2000

02-24-2000

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26



**NOTIFICATION FORM COVER SHEET
REMARKS ONLY**

101296422

TO The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name ONTEL PRODUCTS CORPORATION

01/04/2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name FIRST UNION NATIONAL BANK

DB/A/K/A/TA

Composed of

Address (line 1) 190 RIVER ROAD

Address (line 2)

Address (line 3) SUMMIT

NEW JERSEY

07901

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/22/2000 DNBUYEN 00000179 75394094

FOR OFFICE USE ONLY

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Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="75/394094"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

CAROLYN DECROSTA

Name of Person Signing

Signature

02/21/2000

Date Signed

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, ONTEL PRODUCTS CORPORATION, a corporation formed under the laws of New Jersey ("Corporate Guarantor") located at 21 Law Drive, Fairfield, New Jersey 07004, has adopted, used or is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the attached Schedule A; and

WHEREAS, the Corporate Guarantor has executed in favor of First Union National Bank ("Bank") located at 190 River Road, Summit, New Jersey 07901, a certain Guaranty Agreement dated the date hereof from the Corporate Guarantor in favor of the Bank (the "Guaranty"), which Guaranty is secured by, among other things, a certain Security Agreement dated the date hereof from the Corporate Guarantor, as may be amended, restated and/or extended from time to time (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Corporate Guarantor is granting to Bank a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Corporate Guarantor does hereby grant to Bank a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefore, which assignment and security interest shall secure all the Obligations as defined in the Agreement and in accordance with the terms and provisions thereof.

The Corporate Guarantor represents and warrants that it is the true and lawful owner of all the Marks listed on Schedule A and said Marks constitute all the United States Marks registered in the United States Patent and Trademark Office and all applications for the United States Marks that the Corporate Guarantor now owns. The Corporate Guarantor agrees on a semi-annual basis to execute and deliver additional Trademark Assignments of Security with respect to any new Mark in which the Corporate Guarantor hereinafter obtain rights. The Corporate Guarantor further warrants that it is not aware of any third party claim that any of the aspects of the Corporate Guarantor's present or contemplated business operations infringes or would not infringe on any Mark. The Corporate Guarantor grants to the Bank the absolute power of attorney to sign, upon the occurrence and continuation of any Event of Default (as defined in the Agreement), any document which is required by the United States Patent and Trademark Office in order to effectuate an absolute assignment of all right, title and interest in each Mark and record of the same.

The Corporate Guarantor hereby agrees not to divest itself of any right under any Mark, which divest would have a material adverse effect on the Corporate Guarantor's business, its properties or its ability to performance its obligations under the Agreement.

The Corporate Guarantor agrees to promptly, upon learning thereof, furnish the Bank in writing all pertinent information available to the Corporate Guarantor with respect to any infringement or other violation of the Corporate Guarantor's right in any Mark, which infringement or violation could have a material adverse effect on the Corporate Guarantor, its properties or its ability to perform its obligations under the Guaranty or the Agreement. The Corporate Guarantor further agrees to prosecute any Persons infringing upon any Mark to the extent such infringement has a material adverse affect on the Corporate Guarantor, its properties or its ability to perform its obligations under the Guaranty or the Agreement.

If an Event of Default shall occur and be continuing, the Bank may take any and all of the following actions (which actions will be in addition to any rights and remedies it has under the Agreement):

(i) Declare that the entire right, title and interest of the Corporate Guarantor in any Mark shall immediately vest in the Bank or its designee, in which case the Bank shall be entitled to exercise the power of attorney referred to above;

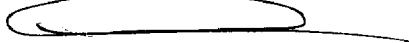
(ii) Take and practice or sell any Mark;

(iii) Direct the Corporate Guarantor to refrain, in which the case the Corporate Guarantor shall refrain, from utilizing any Mark, directly or indirectly, and Corporate Guarantor shall execute such other and further documents as the Bank may request further to confirm this and to transfer ownership to any Mark to the Bank or its designee.

Bank expressly acknowledges and affirms that the rights and remedies of Bank with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

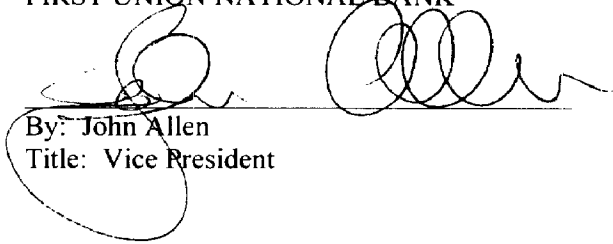
Dated: WOODBRIDGE, NEW JERSEY
February 4, 2000

ONTEL PRODUCTS CORPORATION



By: Ashok Khubani a/k/a Chuck Khubani
Title: President

FIRST UNION NATIONAL BANK



By: John Allen
Title: Vice President

Schedule A

<u>Trademark</u>	<u>Trademark Registration No.</u>
Heat Magic	75/394094

STATE OF NEW JERSEY)
) ss:
COUNTY OF MIDDLESEX)

Ashok Khubani

On this 4th day of January, 2000, before me personally came Ashok Khubani, to me known, who, being by me duly sworn, did depose and say that he is the President of Ontel Products Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Joyce M. Yunkes
Notary Public

JOYCE M. YUNCKES
Notary Public of New Jersey
My Commission Expires February 28, 2002

STATE OF NEW JERSEY)
) ss:
COUNTY OF MIDDLESEX)

On this 4th day of January, 2000, before me personally came John Allen, to me known, who, being by me duly sworn, did depose and say that he is Vice President of First Union National Bank, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the board of directors of said corporation.

Joyce M. Yunkes
Notary Public

JOYCE M. YUNCKES
Notary Public of New Jersey
My Commission Expires February 28, 2002