



TR

Tab settings 6.1.00



To the Honorable Commissioner of Patents and Trademarks

101391244

Original documents or copy thereof.

1. Name of conveying party(ies):

Zecal Corp.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: May 5, 2000

2. Name and address of receiving party(ies)

Name: Zecal Technology, LLC

Internal Address: _____

Street Address: 900 N. Michigan Avenue

City: Chicago State: IL ZIP: 60611

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company (LLC)

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

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

A. Trademark Application No.(s)

75/310186

75/294084

B. Trademark Registration No.(s)

2160565 2155001

2156843 2084511

2084510

2107622

Additional numbers attached? Yes No

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

Name: Howard J. Greenwald

Internal Address: Suite 2490

Street Address: 349 West Commercial Street

City: East Rochester State: NY ZIP: 14445

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215.00

Enclosed check # 24377

Authorized to be charged to deposit account

8. Deposit account number:

07-2010

(Attach duplicate copy of this page if paying by deposit account)

06/27/2000 00000000 75310186

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
175.00 DP

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.

Howard J. Greenwald

Name of Person Signing

Signature

5/18/2000

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002093 FRAME: 0182

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 5th day of May, 2000 ("Effective Date"), by and between Zecal Corp., a Delaware corporation, with its principal office at 456 N. Sanford Road, Churchville, New York, NY 14428 ("Assignor"), and Zecal Technology, LLC a Delaware limited liability company, with its principal office at 900 N. Michigan Avenue, Chicago, Illinois 60611 ("Assignee").

WHEREAS, Heartland Technology, Inc. (a Delaware corporation and the ultimate parent corporation of Assignor), Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the same date hereof (the "Purchase Agreement"), pursuant to which Assignor has agreed, *inter alia*, to sell, convey, assign, transfer and deliver to Assignee certain assets of Assignor's business, including, without limitation, those trademarks and trademark registrations and applications identified and set forth on Schedule A (referred to herein as the "Marks") and the goodwill of the business associated with the Marks; and

WHEREAS, execution of this Assignment is a condition to the consummation of the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, together with the goodwill of the business with which the Marks are used, for the United States and for all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would

have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Marks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

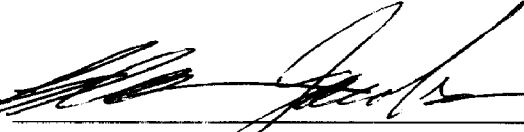
* * * * *

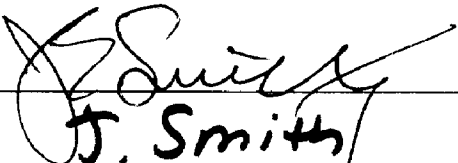
IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment

to be signed and executed by the undersigned officers thereunto duly authorized on the date first written above.

ZECAL CORP.

ZECAL TECHNOLOGY, LLC

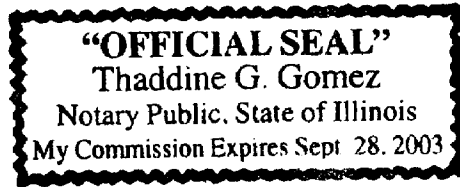
By: 
Name: Edwin Jacobson
Title: Chairman

By: 
Name: J. Smith
Title: President

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 5th day of May 2000, there appeared before me
Edwin Jacobson, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
Chairman.

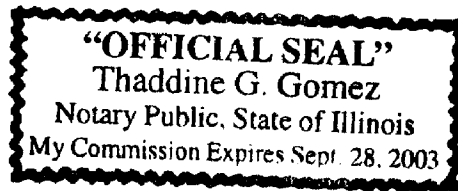
Thaddine G. Gomez
Notary Public



STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On this 5th day of May 2000, there appeared before me
Jack Smith, personally known to me, who acknowledged that he signed the
foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of
President.

Thaddine G. Gomez
Notary Public



SCHEDULE A

US TRADEMARKS

MARK	STATUS	REG./APP. NO.	REG. FILING DATE
A PARADIGM SHIFT IN ELECTRONIC PACKAGING	Registered	2160565	5/26/98
THERMALLY CHALLENGED	Pending (ITU)	75/310186	6/17/97
Z-COOLED	Registered	2156843	5/12/98
Z-COOLED POWER	Pending	75/294084	5/19/97
Z-MCM	Registered	2084510	7/29/97
Z-STRATE	Registered	2107622	10/21/97
Z-TRANS	Registered	2084511	7/29/97
ZECAL	Registered	2155001	5/5/98