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To the Honorable Commissioner of

101540299

attached original documents or copy thereof.

Handwritten: 12-5-00

1. Name of conveying party(ies):
 Kane Magnetics International, Inc. (f/k/a
 Stackpole Magnetic Systems, Inc.)
 700 Elk Avenue
 Kane, PA 16735

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Delaware
 Other _____

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

2. Name and address of receiving party(ies):
 Name: Fleet National Bank (as successor by merger to
 Fleet Bank, N.A.) as Collateral Agent

Internal Address: _____
 Street Address: 200 Glastonbury Boulevard, Suite 200
 City: Glastonbury State: CT ZIP: 06033

Individual(s) citizenship _____
 Association National Banking Association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 30, 2000

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____

 Street Address: 400 Seventh Avenue, N.W., Suite 101

 City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (Attach duplicate copy of this page if paying by deposit account)

12/06/2000 DNGUYEN 00000011 2291951 DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

Delores Taylor December 4, 2000
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 7

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

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, KANE MAGNETICS INTERNATIONAL, INC., a corporation formed under the laws of Delaware, located at 700 Elk Avenue, Kane, PA 16735 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to FLEET NATIONAL BANK (AS SUCCESSOR BY MERGER TO FLEET BANK, N.A.) ("Fleet") and various other financial institutions (collectively, "Lenders") and Fleet as collateral agent for Lenders ("Collateral Agent") pursuant to (i) a certain Second Amended and Restated Revolving Credit, Term Loan and Guaranty Agreement, dated the date hereof, by and among Borrower, Anchor Magnets Limited, a company incorporated under the laws of England and Wales (under Number 3521196), Goldspun Limited, a company incorporated under the laws of England and Wales (under Number 1818724), Kane France, a company incorporated in France, C2B Magnets, a company incorporated in France, the Subsidiary Guarantors named therein, the Lenders named therein, ING (U.S.) Capital LLC, as administrative agent and a collateral agent, BNP Paribas, as syndication agent and a collateral agent; and (ii) a certain Security Agreement and Mortgage — Trademarks and Patents, dated as of August 31, 1995, made by Borrower in favor of Collateral Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Collateral Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

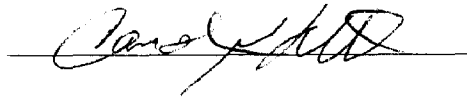
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Collateral Agent for its benefit and for the ratable benefit of Lenders and grant to Collateral Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Collateral Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
As of November 30, 2000

Witness:

KANE MAGNETICS INTERNATIONAL, INC.



By: 

Name: Adrian Murphy
Its: Chief Financial Officer

Witness:

FLEET BANK, N.A., as Collateral Agent

By: _____

Name: Thomas Joyce
Its: Senior Vice President

Borrower expressly acknowledges and affirms that the rights and remedies of Collateral Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
As of November 30, 2000

Witness:

KANE MAGNETICS INTERNATIONAL, INC.

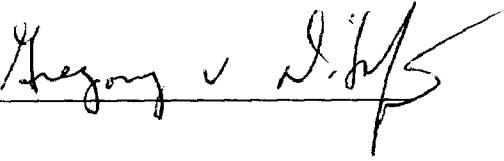
By: _____

Name:

Its:

Witness:

FLEET NATIONAL BANK (AS SUCCESSOR BY
MERGER TO FLEET BANK, N.A.), as Collateral
Agent

 _____

By: _____

Name: Thomas Joyce

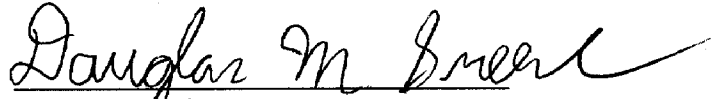
Its: ~~Senior Vice President~~

STATE OF New York)

)
COUNTY OF New York)

ss:

On the 29 day of November, 2000, before me personally came Adrian Murphy to me known, who being by me duly sworn, did depose and say s/he is the CEO of Kane Magnetics International, Inc. the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.



Notary Public

My Commission Expires:

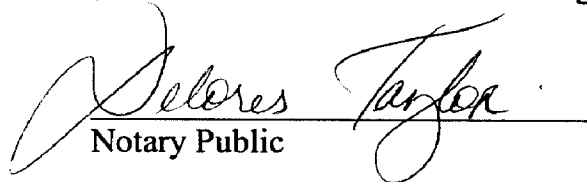
DOUGLAS M. GREENE
Notary Public, State of New York
No. 01GR6046825
Qualified in New York County
Commission Expires August 21, 2002

STATE OF _____)
: ss.:
COUNTY OF _____)

On this ____ day of November, 2000, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of Kane Magnetics International, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 28th day of November, 2000, before me personally came Thomas Joyce, to me known, who, being by me duly sworn, did depose and say that he is a ~~Senior~~ Vice President of Fleet National Bank (as successor by merger to Fleet Bank, N.A.), the institution described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said institution.


Notary Public

DELORES TAYLOR
Notary Public, State of New York
No. 01TA6010553
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires July 20, 2002

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated as of November __, 2000, by and between Kane Magnetics International, Inc. and Fleet National Bank (as successor by merger to Fleet Bank, N.A.), as Collateral Agent.

REGISTRATION NO. OR
APPLICATION NO.

REGISTRATION OR
FILING DATE

MARK

2,291,951
2,293,909
000635573
75/

11/16/99
11/23/99
02/02/99

Kane Magnetics International
Kane Magnetics International
Kane Magnetics International