



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

101900981

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Comerica Bank-California Successor by Merger to Imperial Bank Under Power of Attorney for Pinpoint Corporation

11.20.01

2. Name and address of receiving party(ies) Name: RF Technologies, Inc. Internal Address: Glenn Jonas Chief Executive Officer Street Address: 3125 N. 126th Street City: Brookfield State: WI Zip: 53005

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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Execution Date: October 10, 2001

[] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Wisconsin [] 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

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2,309,760

Additional number(s) attached Yes No

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

Name: Jane C. Schlicht

Internal Address: Cook & Franke S.C.

Street Address: 660 East Mason Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

[X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

(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.

Jane C. Schlicht Name of Person Signing

Jane C. Schlicht Signature

11/20/01 Date

Total number of pages including cover sheet, attachments, and document: 1/27

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

11/23/2001 6TON11 00000113 2309760

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40.00 OP

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and between Comerica Bank-California, successor by merger to Imperial Bank ("Seller"), PinPoint Corporation ("the Company") and RF Technologies, Inc. ("Assignee") this 10th day of October, 2001.

WHEREAS, Seller, a California banking corporation, previously made available funds in the maximum principal amount of Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000.00) to the Company, a Massachusetts corporation having a principal place of business at One Fortune Drive, Billerica, MA 01821, evidenced by a Promissory Note dated August 23, 2001 from the Company to Seller (the "Promissory Note"); and

WHEREAS, pursuant to (a) Loan and Security Agreement from the Company to Seller dated August 23, 2000, (as amended, the "Security Agreement"), and (b) UCC-1 Financing Statements filed with the Secretary of State of the Commonwealth of Massachusetts on August 31, 2000 and Town Clerk of Billerica on September 1, 2000 (the "Financing Statements"), the Company's obligations to Seller under the Promissory Note are secured by all of its real, personal and intangible property; and

WHEREAS, as of the date hereof, the outstanding principal amount owed to Seller by the Company is Four Hundred Eleven Thousand Seven Hundred Fifteen and 07/100 Dollars (\$411,715.07) (The Promissory Note, the Security Agreement and Financing Statements are hereinafter collectively referred to as the "Loan Documents"), plus additional charges including interest, attorney's and other costs of collection; and

WHEREAS, Seller has notified the Company that an Event of Default has occurred pursuant to Section 8 of the Security Agreement and Seller has this day completed a secured party sale of the Company's tangible and intangible assets pursuant to Section 9 of the Security

Agreement and applicable law including section 9610 of the Uniform Commercial Code as enacted in California; and

WHEREAS, the foregoing assets include United States and foreign trademark registrations, United States and foreign applications for TM registration, United States and foreign SM registrations, United States and foreign applications for SM registration, state trademark and state service mark registrations, any and all trademark and service marks as a matter of common law, trade names, internet domain names and service names including without limitation those listed on Exhibit A attached hereto and made a part hereof together with the goodwill of the business with which the foregoing are used (hereinafter, "the Marks"); and

WHEREAS, the Company has adopted, has used, and is currently using, the trademarks listed in Exhibit A, and is the owner of all rights, title and interests in and to the trademarks and related trademark applications and registrations; and

WHEREAS, the Company filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code on March 29, 2001, a Trustee was appointed on March 29, 2001, and the Trustee subsequently abandoned the estate's interest in the above described assets including the Marks by filing her notices of abandonment on August 16, 2001 and August 22, 2001; and

WHEREAS, pursuant to and in accordance with the Loan Documents, section 9610 of the Uniform Commercial Code as enacted in California, and a written Secured Party Sale Agreement, Seller desires to sell the Marks to Assignee; and

WHEREAS, Assignee wishes to acquire all right, title and interest to the Marks in accordance with that certain Secured Party Sale Agreement between Assignee and Seller (the "Sale Agreement"); and

WHEREAS, Seller exercises a power of attorney for the Company under Section 9.2 of the Security Agreement authorizing Seller to transfer the Company's interest in the Marks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, including, without limitation, the consideration referred to in the Sale Agreement the receipt and legal sufficiency of which are hereby acknowledged, the parties, each of them intending to be legally bound, hereby agree as follows:

1. Representation and Warranty. Seller represents and warrants that, pursuant to its power of attorney under the Security Agreement, it has the ability to sell the Company's right, title and interest in and to the Marks to the Assignee, that it has not and will not create or execute any agreement in conflict herewith and that unless otherwise indicated on the schedules, the Marks are and will remain for at least thirty days after the effective date of the Assignment in full force and effect. Seller represents and warrants that Seller, pursuant to its power of attorney under the Security Agreement, hereby conveys to Assignee all of the Company's rights in the Marks free and clear of Seller's interests and any and all other mortgages, pledges, liens, security interests and encumbrances.

2. Assignment. Seller hereby assigns, conveys and transfers all of the Company's right, title and interest in the Marks and all good will associated therewith to Assignee including all income, royalties, damages and payments now or hereafter due or payable with respect thereto and all causes of action either in law or equity and the right to sue, counterclaim and to recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. Seller hereby agrees to furnish Assignee for filing such notices of assignment with the United States Patent and Trademark Office and shall submit such documents (such as

registrant name change agreements) as are necessary to effect the assignment and transfer of the Marks to Assignee, with all costs to be borne by Assignee. Seller hereby agrees to sign or otherwise execute all such documents necessary to effectuate this Assignment.

3. Validity. Seller hereby agrees to not engage or sponsor, directly or indirectly, any actions affecting the validity and/or dilution of the Marks.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

Dated this 10th day of October, 2001.

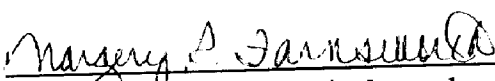
SELLER:

COMERICA BANK-CALIFORNIA
Successor by Merger to
IMPERIAL BANK
Under Power of Attorney for PinPoint
Corporation

By: 

Its: VICE PRESIDENT

Subscribed and sworn to before me this 10th day of October, 2001.


Notary Public, State of Massachusetts

My Commission Expires 1/18/02

MARGERY R. FARNSWORTH
Notary Public
My Commission Expires Jan. 18, 2002

ASSIGNEE:

RF TECHNOLOGIES, INC.

By: 
Glenn Jonas, President

Subscribed and sworn to before me this 11 day of October, 2001.


Notary Public, State of Wisconsin

My Commission Expires 10/24/04

EXHIBIT A
Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
3D-ID	2,309,760	01/18/00

Cook & Franke S.C.

ATTORNEYS AT LAW

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ET 074666944 US

November 20, 2001

VIA EXPRESS MAIL

U.S. Patent and Trademark Office
P.O. Box 2327
Box Assignment
Arlington, VA 22202

Re: Recording Trademark
Our File: 5746-016

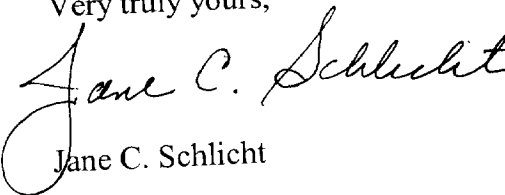
Dear Sir or Madam:

Enclosed for filing is the Recordation Form Cover Sheet for Trademarks Only, together with a filing fee in the total amount of \$40.00. Attached to the Form is the requisite original Trademark Assignment.

Finally, I enclose a self-addressed, postage-paid postcard which I ask that you stamp and return to me upon receipt of the enclosed document.

Should you have any questions regarding the enclosed, feel free to contact me.

Very truly yours,


Jane C. Schlicht

Enclosures
524#240690

Admiralty/Alternative Dispute Resolution/Business Law/Commercial Finance/Construction & Real Estate/Criminal Law/
E-Commerce/Employment/Environmental Law/Foundation Administration/Governmental Relations/Health Care Law/
Intellectual Property/Litigation/Municipal Law/Tax & Estate Planning

RECORDED: 11/20/2001

TRADEMARK
REEL: 002398 FRAME: 0824