

02-19-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other GRANT OF SECURITY INTEREST (TRADEMARKS)

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 14 01

Name

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

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

02/20/2002 6T0R11 00000029 1125746

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 OP
03 FC:484 120.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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="1125746"/>	<input type="text" value="1608893"/>	<input type="text" value="2054675"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2106968"/>	<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.

LORI POTTS

Name of Person Signing

Signature

02/15/02

Date Signed

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a New York corporation (the "*Grantor*"), has entered into a Security, Collateral Agency and Intercreditor Agreement, dated as of September 14, 2001, by and among THE BANK OF NEW YORK, AS COLLATERAL AGENT (the "*Secured Party*"), Grantor, The Bank of New York, as lender, and Reliastar Life Insurance Company, Reliastar Life Insurance Company of New York, Northern Life Insurance Company and United of Omaha Life Insurance Company, as Purchasers (as amended, supplemented or otherwise modified from time to time, the "*Agreement*").

Pursuant to the Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Bank Loan Obligations and Note Agreement Obligations (as defined in the Agreement).

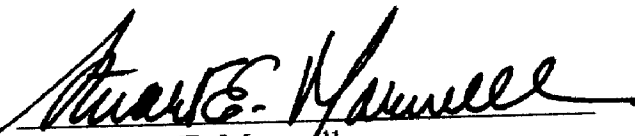
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Bank Loan Obligations and Note Agreement Obligations (as defined in the Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 123 Main Street, White Plains, New York 10602.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 14 day of September, 2001.

CURTIS INSTRUMENTS, INC.

By: 
Stuart E. Marwell,
President

**Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of September 14, 2001**

<u>MARK</u>	<u>GOODS COVERED</u>	<u>REGISTRATION NO.</u>	<u>DATE ISSUED</u>
CURTIS (stylized)	Elapsed-time and hour meters	1608893	8/07/1990
MC-1	Dual motor micro processor controllers	2054675	4/22/1997
Power Prover	Ampere hour meters	1125746	10/09/1979
SEPEX (stylized)	Electronic Controllers for electric vehicles	2106968	10/21/1997