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05-28-2002

Docket No.:

014951/0249



102103952

Tab settings

To the Honorable Commissioner of Patents

ached original documents or copy thereof.

1. Name of conveying party(ies):
ROBICON CORPORATION

5-10-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **PENNSYLVANIA**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: ABLECO FINANCE LLC, As Collateral Agent

Internal Address: _____

Street Address: 450 PARK AVENUE

City: NEW YORK State: NY ZIP: 10022

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other DELAWARE LIMITED LIABILITY CO.

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: NOVEMBER 21, 2000

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

A. Trademark Application No.(s)

75/911,981 75/204,659 72/431,545
75/911,366 74/032,109 72/229,242
75/204,663 74/051,609

Additional numbers

B. Trademark Registration No.(s)

NONE

Yes No

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

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 919 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 8

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL - 500675

05/24/2002 GTOM11 00000117 500675 75911981

01 FC:481 40.00 CH
02 FC:482 175.00 CH

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.

PAUL A. JUERGENSEN Paul A. Juergensen MAY 9, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 4

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, ROBICON CORPORATION (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated as of November __, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as collateral agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of such lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will 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 payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2000.

ROBICON CORPORATION

By: J. W. [Signature]

Name:

Title:

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this ____ day of November, 2000, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of _____, a _____ corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



TRACEY F. DILLON
Notary Public, State of New York
No. 01DI5036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2002

SCHEDULE 1A

TRADEMARKS
AND
TRADEMARK LICENSES

Robicon Corporation

Trademark Name/Country	Application No. / Date	Registration No. / Date
PROCESS TOLERANT PROTECTION STRATEGY United States of America	75/911,981 02/07/2000	Pending.
PROTOPS United States of America	75/911,366 2/07/2000	Pending.
ROBICON POWER QUALITY DRIVES United States of America	75/204,663 11/26/1996	2,204,849 11/24/1998
ROBICON THE SINE OF QUALITY United States of America	75/204659 11/26/1996	2,119,704 12/09/1997
HALMAR ROBICON United States of America	74/032,109 02/26/1990	1,635,375 02/19/1991
I.D. SERIES United States of America	74/051,609 04/23/1990	1,633,891 02/05/1991
COP United States of America	72/431,545 08/02/1972	972,342 11/06/1973
DYN AMP United States of America	72/229,242 10/04/1965	842,026 01/09/1968