

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 13174.0-00-06-kl4

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Vec Technology, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

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

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

Vec Industries, L.L.C.
639 Keystone Road
Greenville, PA 16125

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

Execution Date: September 25, 2002

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of _____
 Other: limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)/ Mark(s)

VEC - Ser. No. 75/314218
VEC - Ser. No. 75/893234
VEC - Ser. No. 76/091103
VEC and Design - Ser. No. 75/937808
VIRTUAL ENGINEERED COMPOSITES - Ser. No. 76/091435
DELTA-VEC - Ser. No. 76/055476

B. Trademark Reg. No.(s)/Mark(s)

MISCELLANEOUS DESIGN - Reg. No. 2,348,912
PYRAMID - Reg. No. 2,345,883
PYRAMID OPERATING SYSTEMS - Reg. No. 2,325,882
PYRAMID OPERATING SYSTEMS - Reg. No. 2,432,173

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John L. Beard, Esq.
Address: MERCHANT & GOULD P.C.
P.O. Box 2910
Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 10

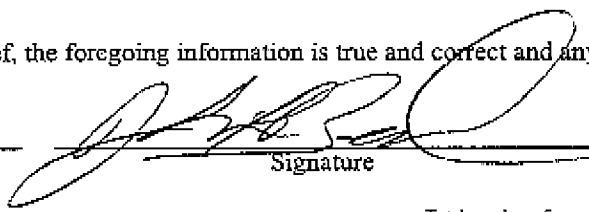
7. Total fee (37 CFR 3.41): \$265.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

John L. Beard  September 30, 2002
Name of Person Signing Signature Date

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

Do not detach this portion

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

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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ASSIGNMENT OF TRADEMARKS
AND OTHER INTELLECTUAL PROPERTY

This is an Assignment from Vec Technology, Inc. (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of Delaware and having a place of business at 639 Keystone Road, Greenville, Pennsylvania 16125 to Vec Industries, L.L.C. (hereinafter "Assignee"), a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 639 Keystone Road, Greenville, Pennsylvania 16125.

WHEREAS, Assignor is the owner of record of the U.S. trademarks, listed on Schedule A, and of the foreign trademarks, listed on Schedule B, including the goodwill associated therewith; and

WHEREAS, the parties desire that Assignee own the entire right, title and interest in and to the trademarks listed on Schedules A and B attached hereto, including the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the trademarks identified in Schedules A and B attached hereto, along with the goodwill associated therewith, and further including the right to sue and recover for past damages, said Assignment to be effective as of June 30, 2002.

ASSIGNOR hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the applied for and registered trademarks as listed in Schedule A. Assignor hereby agrees that Assignee shall also have the right to record this instrument of Assignment in foreign Trademark Offices so as to establish Assignee as the owner of record of the applied for and registered trademarks as set forth in Schedule B.

ASSIGNOR further agrees, at the request of the Assignee and without charge or cost to Assignee, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in Assignor's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office and with applicable foreign government offices so that Assignee's ownership of the assigned trademark applications and registrations is duly made of record in the United States and applicable foreign countries.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

VEC TECHNOLOGY, INC.

Dated: 9-25-02

By: *Roger R. Cloutier, II*
 Name: Roger R. Cloutier, II
 Title: Vice President

STATE OF MINNESOTA)
) ss.
 COUNTY OF HENNEPIN)

On this 25 of September, 2002, before me personally appeared Roger R. Cloutier, II to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Susan K. Stotmayer
 Notary Public

EXHIBIT A								
Technology, Inc. - U.S. APPLICATIONS AND REGISTRATIONS								
Client #	Owner	Mark	Status	App. No.	App. Date	Reg. No.	Reg. Date	
74.0001US01	VEC Technology	MISCELLANEOUS DESIGN	Registered	75/229637	01/22/1997	2348912	05/09/2000	
74.0002US01	VEC Technology	PYRAMID	Registered	75/229639	01/22/1997	2345883	04/25/2000	
74.0003US01	VEC Technology	VEC	Filed	75/314218	06/24/1997			
74.0003US02	VEC Technology	VEC	Filed	75/893234	01/07/2000			
74.0003US03	VEC Technology	VEC	Filed	76/091103	07/18/2000			
74.0004US01	VEC Technology	PYRAMID OPERATING SYSTEMS	Registered	75/602399	12/09/1998	2325882	03/07/2000	
74.0004US02	VEC Technology	PYRAMID OPERATING SYSTEMS	Registered	75/627982	01/27/1999	2432173	02/27/2001	
74.0006US01	VEC Technology	VEC & DESIGN	Filed	75/937808	03/07/2000			
74.0022US01	VEC Technology	VIRTUAL ENGINEERED COMPOSITES	Filed	76/091435	07/18/2000			
74.0024US01	VEC Technology	DELTA-VEC	Filed	76/055476	05/24/2000			

EXHIBIT B

C Technology, Inc. - FOREIGN APPLICATIONS AND REGISTRATIONS

Client #	Owner	Mark	Status	Country	App. No.	App. Date	Reg. No.	Reg. Date
174.0003CA03	VEC Technology	VEC	Filed	Canada	1084398	11/29/2000		
174.0008CA01	VEC Technology	VEC & DESIGN	Filed	Canada	1073429	09/01/2000		
174.0021AR01	VEC Technology	VEC	Filed	Argentina	2295193	07/04/2000		
174.0021AR02	VEC Technology	VEC	Filed	Argentina	2295194	07/04/2000		
174.0021AR03	VEC Technology	VEC	Filed	Argentina	2295195	07/04/2000		
174.0021AR04	VEC Technology	VEC	Filed	Argentina	2295196	07/04/2000		
174.0021AR05	VEC Technology	VEC	Filed	Argentina	2295197	07/04/2000		
174.0021AR06	VEC Technology	VEC	Registered	Argentina	2295198	07/04/2000	N1853706	11/29/2001
174.0021AU01	VEC Technology	VEC	Registered	Australia	837420	06/01/2000	837420	01/14/2002
174.0021BR01	VEC Technology	VEC	Filed	Brazil	822945860	07/06/2000		
174.0021BR02	VEC Technology	VEC	Filed	Brazil	822945861	07/06/2000		
174.0021BR03	VEC Technology	VEC	Filed	Brazil	822945860	07/06/2000		
174.0021BR04	VEC Technology	VEC	Filed	Brazil	822945843	07/06/2000		
174.0021BR05	VEC Technology	VEC	Filed	Brazil	822945827	07/06/2000		
174.0021BR06	VEC Technology	VEC	Filed	Brazil	822945835	07/06/2000		
174.0021CA01	VEC Technology	VEC	Filed	Canada	1061876	06/05/2000		
174.0021CC01	VEC Technology	VEC	Registered	China P.R.	00096157	07/03/2000	1633713	09/14/2001
174.0021CC02	VEC Technology	VEC	Filed	China P.R.	00096158	07/03/2000		
174.0021CC03	VEC Technology	VEC	Registered	China P.R.	00096159	07/03/2000	1743076	04/07/2002
174.0021CC04	VEC Technology	VEC	Registered	China P.R.	00096160	07/03/2000	1674048	11/26/2001
174.0021CC05	VEC Technology	VEC	Registered	China P.R.	00096161	07/03/2000	1724989	03/07/2002
174.0021CC06	VEC Technology	VEC	Registered	China P.R.	00096162	07/03/2000	1655730	10/21/2001
174.0021CE01	VEC Technology	VEC	Registered	Croatia	000975	07/03/2000	000975	07/23/2001
174.0021CL01	VEC Technology	VEC	Registered	Chile	496039	08/04/2000	590028	02/12/2001
174.0021CL03	VEC Technology	VEC	Registered	Chile	492456	07/07/2000	586073	12/22/2000
174.0021CL06	VEC Technology	VEC	Registered	Chile	496040	08/04/2000	590029	02/12/2001
174.0021EG01	VEC Technology	VEC	Filed	Egypt	134452	07/04/2000		
174.0021EG02	VEC Technology	VEC	Filed	Egypt	134453	07/04/2000		
174.0021EG03	VEC Technology	VEC	Filed	Egypt	134454	07/04/2000		
174.0021EG04	VEC Technology	VEC	Filed	Egypt	134455	07/04/2000		
174.0021EG05	VEC Technology	VEC	Filed	Egypt	134456	07/04/2000		
174.0021EG06	VEC Technology	VEC	Filed	Egypt	134457	07/04/2000		
174.0021ET01	VEC Technology	VEC	Filed	Community Trademark	1665304	06/01/2000		
174.0021JP01	VEC Technology	VEC	Filed	Japan	0084208	06/09/2000		
174.0021MX01	VEC Technology	VEC	Registered	Mexico	435003	07/06/2000	724718	11/29/2001
174.0021MX02	VEC Technology	VEC	Registered	Mexico	435004	07/06/2000	665325	07/26/2000
174.0021MX03	VEC Technology	VEC	Registered	Mexico	435005	07/06/2000	675473	10/23/2000

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74.0021MX04	VEC Technology	VEC	Registered	Mexico	435006	07/06/2000	675474	10/23/2000
74.0021MX05	VEC Technology	VEC	Registered	Mexico	435007	07/06/2000	675475	10/23/2000
74.0021MX06	VEC Technology	VEC	Registered	Mexico	435008	07/06/2000	665326	07/26/2000
74.0021NZ01	VEC Technology	VEC	Registered	Norway	0006514	06/07/2000	207624	03/29/2001
74.0021NZ02	VEC Technology	VEC	Registered	New Zealand	616024	06/01/2000	616024	09/06/2001
74.0021NZ03	VEC Technology	VEC	Registered	New Zealand	616025	06/01/2000	616025	09/06/2001
74.0021NZ04	VEC Technology	VEC	Registered	New Zealand	616026	06/01/2000	616026	09/06/2001
74.0021NZ05	VEC Technology	VEC	Registered	New Zealand	616027	06/01/2000	616027	09/06/2001
74.0021NZ06	VEC Technology	VEC	Registered	New Zealand	616028	06/01/2000	616028	09/06/2001
74.0021PQ01	VEC Technology	VEC	Registered	New Zealand	616029	06/01/2000	616029	12/07/2000
74.0021PQ02	VEC Technology	VEC	Registered	Paraguay	13466	06/07/2000	235140	05/17/2001
74.0021PQ03	VEC Technology	VEC	Registered	Paraguay	13469	06/07/2000	233295	03/20/2001
74.0021PQ04	VEC Technology	VEC	Registered	Paraguay	13470	06/07/2000	233505	03/23/2001
74.0021PQ05	VEC Technology	VEC	Registered	Paraguay	13471	06/07/2000	233505	03/23/2001
74.0021PQ06	VEC Technology	VEC	Registered	Paraguay	13472	06/07/2000	235141	05/17/2001
74.0021PR01	VEC Technology	VEC	Registered	Paraguay	13467	06/07/2000	233295	03/20/2001
74.0021PR02	VEC Technology	VEC	Registered	Puerto Rico		06/01/2000	50309	06/01/2000
74.0021PR03	VEC Technology	VEC	Registered	Puerto Rico		06/01/2000	50310	06/01/2000
74.0021PR04	VEC Technology	VEC	Registered	Puerto Rico		06/01/2000	50274	06/01/2000
74.0021PR05	VEC Technology	VEC	Registered	Puerto Rico		06/01/2000	50311	06/01/2000
74.0021PR06	VEC Technology	VEC	Filed	Puerto Rico	N	06/01/2000		
74.0021PU01	VEC Technology	VEC	Registered	Peru	108681	06/21/2000	70284	03/26/2001
74.0021PU02	VEC Technology	VEC	Registered	Peru	108680	06/21/2000	71224	04/30/2001
74.0021PU03	VEC Technology	VEC	Registered	Peru	108702	06/22/2000	70285	03/26/2001
74.0021PU04	VEC Technology	VEC	Registered	Peru	108703	06/22/2000	71579	05/14/2001
74.0021PU05	VEC Technology	VEC	Registered	Peru	108704	06/22/2000	70447	03/29/2001
74.0021PU06	VEC Technology	VEC	Registered	Peru	108682	06/21/2000	25065	03/26/2001
74.0021TR01	VEC Technology	VEC	Registered	Turkey	0012354	06/21/2000	0012354	06/21/2000
74.0021UE01	VEC Technology	VEC	Filed	United Arab Emirates	38294	09/11/2000		
74.0021UY01	VEC Technology	VEC	Registered	Uruguay	323334	06/01/2000	323334	08/08/2001
74.0021VE01	VEC Technology	VEC	Filed	Venezuela	009546	06/06/2000		
74.0021VE02	VEC Technology	VEC	Filed	Venezuela	009547	06/06/2000		
74.0021VE03	VEC Technology	VEC	Filed	Venezuela	009548	06/06/2000		
74.0021VE04	VEC Technology	VEC	Filed	Venezuela	009549	06/06/2000		
74.0021VE05	VEC Technology	VEC	Filed	Venezuela	009550	06/06/2000		
74.0021VE06	VEC Technology	VEC	Filed	Venezuela	009551	06/06/2000		
74.0022CA01	VEC Technology	VEC	Filed	Canada	1084399	11/29/2000		
74.0024CA01	VEC Technology	DELTA-VEC	Filed	Canada	1078138	10/11/2000		

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