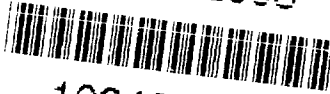


07-17-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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):

Cattron Group, Inc.
140 W. Shenango Street
Sharpsville, PA 16150

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

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

2. Name and address of receiving party(ies)

Name: Argosy Investment Partners II, L.P.

Internal Address: _____

Street Address: 950 West Valley Rd, Suite2902

City: Wayne State: PA Zip: 19087

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership Pennsylvania
- 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 conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 05/22/2003

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

A. Trademark Application No.(s) None

B. Trademark Registration No.(s) 2,120,844;
2,048,601; 2,024,295

Additional number(s) attached Yes No

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

Name: Paula T. Bradley, Paralegal

Internal Address: McCausland, Keen & Buckman

Street Address: Radnor Court, Suite 160
259 N. Radnor-Chester Road

City: Radnor State: PA Zip: 19087

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Not Applicable

DO NOT USE THIS SPACE

9. Signature.

Paula T. Bradley, Paralegal
Name of Person Signing

Paula T. Bradley
Signature

07/11/2003
Date

Total number of pages including cover sheet, attachments, and document: 8

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

07/16/2003 070M11 00000232 2120044

01 FC:0021 40.00 DP
02 FC:0322 50.00 DP

ATTACHMENT

Recordation Form Cover Sheet

TRADEMARKS ONLY

Continuation:

Item 1. Name of conveying party(ies):

Catron-Theimeg, Inc.
140 W. Shenango Street
Sharpsville, PA 16150
Attn: James C. Robertson, President

EXHIBIT A

Copyrights

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
© - Electro hydraulic Brake System	Cattron Inc. n/k/a Cattron-Theimeg, Inc.	USA	TX2 031 954
© - CAT864	Cattron Inc. n/k/a Cattron-Theimeg, Inc.	USA	TX2 329 309
© - CAT 800	Cattron Inc. n/k/a Cattron-Theimeg, Inc.	USA	TX2 329 310
© - CAT	Cattron Inc. n/k/a Cattron-Theimeg, Inc.	USA	TX2 329 311

EXHIBIT B

Patents

<u>Patent Pending</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
Patent Application System & method for wireless RC	Cattron-Theimeg, Inc.	USA	10/210,777

Exhibit C

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
® - CATTRON	Cattron Group, Inc.	USA	2,120,844
® - CATTRON & Design	Cattron Group, Inc.	USA	2,048,601
® - CATTRON	Cattron Group, Inc.	S. Africa	1998/14878
® - CATTRON & Design	Cattron Group, Inc.	S. Africa	1998/14881
® - CATTRON	Cattron Group, Inc.	Canada	TMAA528,474
® - CATTRON & Design	Cattron Group, Inc.	Canada	TMA487,084
® - CATTRON	Cattron Group, Inc.	UK	1569416
® - CATTRON & Design	Cattron Group, Inc.	UK	2199448
® - CATTRON	Cattron Group, Inc.	Brazil	821095935
® -Talkback	Cattron Group, Inc.	USA	2,024,295
® -Talkback	Cattron Group, Inc.	Canada	TMA523,772
® -Talkback	Cattron Group, Inc.	Africa	T31027/PLR/KG

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN PURCHASER SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF MAY 6,²²2003 AMONG THE GRANTORS (AS DEFINED BELOW), CATTRON-THEIMEG INTERNATIONAL, LTD., ARGOSY INVESTMENT PARTNERS II, L.P., RFE INVESTMENT PARTNERS VI, L.P. and MANUFACTURERS AND TRADERS TRUST COMPANY.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 6,²²2003 by and between **ARGOSY INVESTMENT PARTNERS II, L.P.**, a Pennsylvania limited partnership, individually and as agent ("Secured Party"), and **CATTRON GROUP INC.**, a Pennsylvania corporation ("Cattron"), and **CATTRON-THEIMEG, INC.**, a Pennsylvania corporation ("CTI"; and Cattron and CTI individually a "Grantor" and collectively the "Grantors").

RECITALS

WHEREAS, concurrently herewith, Grantors and Cattron-Theimeg International, Ltd ("CT International"; and Cattron, CTI and CT International individually a "Company" and collectively the "Companies"), Argosy Investment Partners II, L.P. ("Argosy") and RFE Investment Partners VI, L.P. ("RFE"; and Argosy and RFE individually a "Purchaser" and collectively the "Purchasers"), are entering into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time the "Purchase Agreement") pursuant to which, among other things, the Purchasers are purchasing debentures in the aggregate principal amount of Five Million Dollars (\$5,000,000) (as amended, restated or otherwise modified from time to time, the "Debentures"); and

WHEREAS, the obligations of the Companies under the Purchase Agreement, the Debentures and the other documents and instruments executed and delivered in connection therewith (the "Purchase Documents") are secured in accordance with the terms of a Security Agreement of even date herewith (as amended, restated or otherwise modified from time to time the "Security Agreement"); and

WHEREAS, its is a condition precedent to Purchasers' performance of their obligations under the Purchase Agreement that Grantors execute this Intellectual Property Security Agreement; and

WHEREAS, the Companies have obtained senior financing (the "Senior Loan") from Manufacturers and Traders Trust Company ("Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in a Purchaser Subordination and Intercreditor Agreement dated on or about the date hereof to which the Senior Lender, the Companies, Secured Party and RFE are parties (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Companies' obligations under the Purchase Documents and all other agreements now existing or hereafter arising between the Companies (or any of them) and Purchasers, Grantors hereby jointly and severally represent, warrant, covenant and agree as follows:

AGREEMENT

To secure the Companies' obligations under the Purchase Documents and under any other agreement now existing or hereafter arising between the Companies (or any of them) and Purchasers, each Grantor hereby grants and pledges to Secured Party for its benefit and the ratable benefit of each Purchaser a security interest in all of such Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all goodwill associated therewith, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement, the terms of which are hereby incorporated herein by reference. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Purchase Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Purchase Agreement, the Security Agreement or any of the Purchase Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which either Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

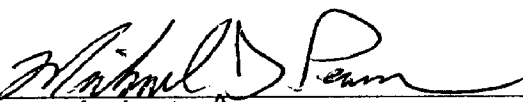
140 W. Shenango Street
Sharpsville, PA 16150
Attn: James C. Robertson, President

Grantors:

Cattron Group Inc.

By: 
Name: Michael Pearson
Title: Vice President

Cattron-Theimeg, Inc.

By: 
Name: Michael Pearson
Title: Vice President

Address of Secured Party:

Argosy Investment Partners II, L.P.
950 West Valley Road
Suite 2902
Wayne, PA 19087

Secured Party:

**Argosy Investment Partners II, L.P.,
individually and as Agent**

**By: Argosy Associates II, L.P.,
its general partner**

**By: Argosy Associates II, Inc.,
its general partner**

By: 
Name: Knute C. Albrecht
Title: President



2/7

LAW OFFICES
MCCAUSLAND, KEEN & BUCKMAN

A PROFESSIONAL CORPORATION
RADNOR COURT, SUITE 160
259 NORTH RADNOR-CHESTER ROAD
RADNOR, PENNSYLVANIA 19087-5240

DIRECT DIAL NO.:

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TELECOPIER 610-341-1099
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JAMES BRENNAN KELLY
JEAN P. HANNA
ROBERT A. MASCIOLI

July 11, 2003

Via Fed Ex


U.S. Patent and Trademark Office
2011 South Clark Place
Customer Window, Mail Stop Assignment
Recordation Services
Crystal Plaza Two, Lobby, Room 1B03
Arlington, VA 22202

Re: Cattron Group, Inc. and Cattron-Theimeg, Inc. (Grantors) / Argosy Investment Partners II, L.P. (Secured Party)

To Whom It May Concern:

Enclosed please find Intellectual Property Security Agreement and Trademark Cover Sheet for recording. I have enclosed the recording fee in the amount of \$90.00 (1 United States trademark @ \$40.00; 2 additional marks @\$25.00). Please date stamp the enclosed copy of the document and return it to the attention of the undersigned. A return envelope has been provided. The final recorded document should also be returned to the undersigned. Thank you.

Sincerely,


Paula T. Bradley
Paralegal

Enclosures
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