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

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

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

1. Name of conveying party(ies): Comtronic Systems, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 08/05/2003

2. Name and address of receiving party(ies)

Name: OSC Acquisition, LLC

Internal

Address:

Street Address: 1150 West Kilgore Avenue

City: Muncie State: IN Zip: 47305

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

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)

B. Trademark Registration No.(s) 2,347,558

1,600,616; 1,612,785

Additional number(s) attached Yes No

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

Name: Randee Sibul-Gelbert

Internal Address:

Street Address: Baker & Daniels

300 North Meridian Street, Suite 2700

City: Indianapolis State: IN Zip: 46204

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:

Additional Fees may be charged to Deposit Account No. 02-0390

DO NOT USE THIS SPACE

08/12/2003 DBYRNE 00000223 2347558

01 FC:8521 02 FC:8522 9. Signature. 40.00 OP 50.00 OP

Randee Sibul-Gelbert Name of Person Signing

Randee S. Gelbert Signature

August 8, 2003 Date

Total number of pages including cover sheet, attachments, and document: 7

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

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**ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

WHEREAS, Comtronic Systems, Inc. ("Assignor"), a Washington corporation, 205 North Harris Avenue, Cle Elum, Washington 98922, has adopted and is using or intends to use various inventions, patents, trademarks, works of authorship, and copyrights ("Intellectual Property"), all of which is more fully defined below; and

WHEREAS, OSC Acquisition, LLC ("Assignee"), a Delaware limited liability company, 1150 West Kilgore Avenue, Muncie, Indiana 47305, desires to acquire all right, title, and interest to the Intellectual Property pursuant to that certain Asset Purchase Agreement dated as of July 17, 2003 (the "Asset Purchase Agreement"), among Assignor, Assignee, Ontario Corporation, an Indiana corporation and Ontario Systems Corporation, an Indiana corporation;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Patents

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing U.S. and foreign patents and patent applications including, without limitation, the inventions and improvements described and claimed therein, together with and including all licenses held by Assignor, all of which are listed on Schedule A attached hereto ("Patents"), and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements of the Patents.

2. Assignment of Trademarks

Assignor hereby grants, conveys, and assigns to Assignee, all of Assignor's right, title, and interest in and to all of its now owned or existing trademarks and service marks, whether U.S. or foreign, at common law, registered, or the subject of pending applications, together with and including all licenses held by Assignor, all of which are listed on Schedule B attached hereto ("Trademarks"), and the goodwill of the business symbolized in the Trademarks, and their registrations or pending applications thereof.

3. Assignment of Copyrights

Assignor hereby grants, conveys and assigns to Assignee, all of Assignor's right, title and interest in and to all of its now owned or existing published and unpublished works of authorship, including but not limited to all copyrights, vested and contingent therein, together with and including all licenses held by Assignor, all of which are listed on Schedule C attached hereto ("Copyrights"), and the exclusive worldwide right to administer and exploit all rights in and to the Copyrights. This Assignment includes all agreements, licenses, and/or assignments related to the use of some or all of the Copyrights.

4. Assignment of Works in Progress

Assignor hereby grants to Assignee, all of Assignor's right, title, and interest in and to all inventions conceived and/or reduced to practice but not listed on Schedule A, and all right, title, and interest in and to all trademarks and service marks which have been adopted and/or used, together with the goodwill of the business symbolized by those trademarks and service marks not listed on Schedule B, and all right, title, and interest in and to all works of authorship currently being developed by or for Assignor but not listed in Schedule C. This Assignment includes all agreements, licenses, and/or assignments.

5. Asset Purchase Agreement

This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. With respect to the rights, liabilities and obligations assigned pursuant to this Assignment, Assignor shall indemnify and hold Assignee harmless in the manner set forth in the Asset Purchase Agreement. This Assignment is made without representation and warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit, or qualify any provision of the Asset Purchase Agreement.

6. Income, Royalties, Infringements

Assignor grants, conveys and assigns to Assignee all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect to the Intellectual Property, including, without limitation, damages and payments for past or future infringements thereof; and the right to sue and recover for past, present, and future infringements of the Intellectual Property.

7. Additional Documents

Assignor further agrees to sign any and all papers that may be required to effectuate this Assignment, and hereby irrevocably authorizes the Assignee and its representatives to take such actions and make, sign, execute, acknowledge and deliver all such documents as may from time to time be necessary to secure the renewals and extensions of the Intellectual Property.

IN WITNESS WHEREOF, this Assignment is executed this 5th day of August, 2003.

COMTRONIC SYSTEMS, INC.

By: 

Name (Print): Kelly N Stanley

Title: Chairman

STATE OF Indiana)
) SS:
COUNTY OF Marion)

On this 5th day of August, 2003, before me appeared Kelly N. Stanley, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Maureen T. Roney

Notary Public

Maureen T. Roney

Name (Print)

My Commission Expires: April 12, 2008

My County of Residence: Marion



Schedule A

Patents and Patent Applications:

Title	Application or Patent No.	Issue Date	Inventor(s)	Country
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None				

Patent License:

License Agreement with Pollin Patent Licensing dated October 15, 2001.

Schedule B

Trademarks and Trademark Applications:

Mark	Application or Registration No.	Registration Date	Country
INTEGRADIAL	Reg. No. 2347558	05-02-2000	U.S.
DEBTMASTER	Reg. No. 1600616	06-12-1990	U.S.
COMTRONIC	Reg. No. 1612785	09-11-1990	U.S.

Schedule C

Copyrights:

Work	Application or Registration No.	Registration Date	Country
DebtMaster, Version 6.12	TX 5-450-671	10-11-2001	U.S.
DebtMaster	TX 5-327-769	01-27-2000	U.S.