

09-11-2003

9.12.03

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office ONLY

102546629

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

1. Name of conveying party(ies): Maxima Technologies & Systems, Inc. [Circular stamp: OIPE JC10 AUG 12 2003] [Individual, General Partnership, Corporation-State, Other, Association, Limited Partnership checkboxes]

2. Name and address of receiving party(ies): Name: GE Capital Corporation Internal Address: Street Address: 83 Wooster Heights Road City: Danbury State: CT ZIP: 06810 [Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporate-State Delaware, Other checkboxes]

3. Nature of conveyance: [Assignment, Security Agreement, Other Power of Attorney, Merger, Change of Name checkboxes] Execution Date: July 11, 2003

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): 2237211; 1938186; 1926746; 1791381; 1304789

Additional numbers attached? [Yes, No]

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Kevin M. Masucci, Esquire Internal Address: Stradley Ronon Stevens & Young, LLP Street Address: 2600 One Commerce Square City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41): \$ 140.00 [Enclosed, Authorized to be charged to deposit account checkboxes] 8. Deposit account number: NOT APPLICABLE (Attach duplicate copy of this page if paying by deposit account)

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. Kevin M. Masucci, Esquire Person Signing [Signature] Signature August 6, 2003 Date

Total number of pages comprising cover sheet: 14

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

09/10/2003 6TOW11 00000119 2237211 01 FC:8521 40.00 DP 02 FC:8522 100.00 DP

TRADEMARK REEL: 002819 FRAME: 0628

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 11, 2003, is made by MAXIMA TECHNOLOGIES & SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated of even date herewith by and among Grantor, Lender and the other signatories thereto (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Notwithstanding the foregoing, with respect to each item of Intellectual Property Collateral constituting an agreement, contract, instrument, license, or permit of Grantor, such item shall be subject to the security interest created hereunder and included in the term "Intellectual Property Collateral" for all purposes of this Intellectual Property Security Agreement only to the extent that the granting of such security interest does not, under the terms of such agreement, contract, instrument, license or permit, or as provided by applicable law, cause any default under or termination of such agreement, contract, instrument, license or permit, or the loss of any material right of Grantor thereunder, provided that the exclusion of such items of Intellectual Property Collateral, taken as a whole, will not materially reduce the aggregate value of the Intellectual Property Collateral, taken as a whole.

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. **COVENANTS.** Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or

Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Lender notice thereof as specified in Section 3.13 of the Loan Agreement, and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Copyrights, Patents or Trademarks (now or hereafter existing) that are material to Grantor's business or operations, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other

communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. **TERMINATION OF THIS SECURITY AGREEMENT.** Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date, and Lender will, subject to the terms of this Intellectual Property Security Agreement, release all of its Liens in the Intellectual Property Collateral, all as more fully set forth in a payoff letter in form acceptable to Grantor and Lender. At the request of the Grantor (at its sole cost and expense), Lender will execute and deliver to Grantor such instruments of release as may be reasonably necessary to effectuate or confirm such release.

9. **MATERIALITY.** The determination of which Intellectual Property Collateral is material to the Grantor's business or operations shall be made by Grantor in its sole discretion prior to the occurrence of an Event of Default, and shall be made by Lender in its sole discretion after and during the continuance of an Event of Default.

10. **GOVERNING LAW.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS.

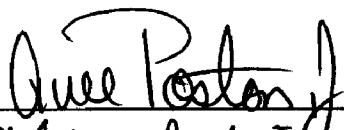
11. **SEVERABILITY.** If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Intellectual Property Security Agreement which are valid.

12. **COUNTERPARTS.** This Intellectual Property Security Agreement may be authenticated in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument, whether such counterparts shall be authenticated by manual signature, facsimile or, if approved in writing by Lender, electronic means, all of which shall be equally valid.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MAXIMA TECHNOLOGIES
& SYSTEMS, INC.**

By: 
Name: *Alee Poston, Jr.*
Title: *CFO*

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: *Steven Samson*
Title: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT APPLICATIONS AND REGISTRATIONS

Number	Name	Details
US App. 60/391,865	Liquid Level Sensing – Provisional Patent	Assignment to HVE filed 6/3/03
US App. 60/394,522	Direct Data Bus – Provisional Patent	Assignment to HVE filed 6/3/03
US Patent 5,841,359	Visual Alarm Gauge	First maintenance fee paid 11/8/02
Des. Patent 361,043	Signaling Panel Meter	Filed assignment
US Des. Patent 378,284	Liquid Level Sender	Filed assignment
Provisional Application Filed	Instrument Illuminator	
U.S. D397,631	Capacitance Liquid Level Sender	

II. COMMON LAW RIGHTS TO PATENTS (for expired or abandoned applications and registrations)

The following patents have expired or have been abandoned. The Borrower's rights to the following patents are limited to any common law right that it may hold with respect to such patents and, thus, the Borrower makes no warranties with respect to its ownership of these patents.

Number	Name	Details
US Patent 3,500,130	Modular Type Instrument Panel	Expired at full term
US Patent 4,628,731	Fog-Resistant Gauge	Lapsed 6/16/98
US Patent 3,757,215	Unicoil Electrical Indicator Instrument	Expired at full term
US Patent 3,635,011	Elapsed Time Indicator	Expired at full term
US Patent 4,207,733	Elapsed Time Indicator	Expired at full term

JP Des. Patent 1057723	Capacitance Liquid Level Sensor	Lapsed 9/11/02
GR Des. Patent M9711461.8	Capacitance Liquid Level Sender	Lapsed 12/11/02
SP Patent 9000996	Medidor capacitativo de nivel de liquido	Expired 4/1/00
SP Utility Model 235487	Dispositivo de contencion para a parato de control	Expired 12/7/99
SP Utility Model 9001603	Doble totalizador electronico para tacometros	Expired 6/1/00
SP 9100619	Cuentahoras por impulsos y velocidad lineal	Instructed not to renew for business reasons
SP 9100620	Regulador electronico de intensidad luminosa	Instructed not to renew for business reasons

III. COMMON LAW RIGHTS TO PATENTS (for applications being prepared)

As patent applications have not been filed yet, the Borrower's rights to the following patents are limited to any common law rights that it may hold with respect to such patents, and, thus, the Borrower makes no warranties with respect to its ownership of these patents.

Name	Details
Wiring and Sealing Arrangement For A Tank	Preparing patent applications
Tachometer Having A Shift Light	Preparing patent application
Bezel For An Instrument And Attachment Method	Preparing patent application

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK APPLICATIONS AND REGISTRATIONS

Number	File Name	Details
US Reg. 2,237,211	INTELLISENSOR	Affidavit renewal due 4/6/04
US Reg. 1,938,186	ILLUMASEAL	Affidavit accepted 2/25/03
US Reg. 1,926,746	SMART INSTRUMENT	Awaiting PTO response to recent filing
US Reg. 1,791,381	DATCON	Renewal due 9/7/03
US Reg. 1,304,789	SENTRY (Logo)	Renewal due 11/13/04
FR Reg. 92434569	D and Design	Renewed 9/2/02
FR Reg. 92434568	DATCON	Renewed 9/2/02
Int'l Reg. 765,474	AST	Application filed 4/25/01; accepted in Great Britain and partially accepted in China
SP Reg. 280125	AST	Payment due 2004

II. COMMON LAW TRADEMARKS

The Borrower's rights to the following marks are limited to any common law right that it may hold with respect to such marks and, thus, the Borrower makes no warranties with respect to its ownership of these marks.

AST Module (Spain)	DDBI	Multi-Function Display/Gateway-1(MFD/G-1)
Classic	Deluxe	Illuma Deluxe
Compattino (Spain)	English-Metric	Series 2000, Series 2001, Series 2002 (Illumaseal)
Sentinel	Heavy Duty Industrial	Streamline
Standard Plus	Illuma	Commander Series
Series 2000	Magna-Torque	Heavy Duty
Heavy Duty Plus	Seaworthy	Beige Wings
Gold Wings	Silver Wings	Wings for Truckers
World Wide	Face-Forward	Ultra-Shift Light
Ultra-Warning Light	Deluxe Gauges	Dat Link
VR-9000 Series	835 Series	5000 Series

III. COMMON LAW RIGHTS TO TRADEMARKS (for applications being prepared)

As trademark applications have not been filed yet, the Borrower's rights to the following marks are limited to any common law right that it may hold with respect to such marks and, thus, the Borrower makes no warranties with respect to its ownership of these marks.

Name/Description	Details
WINGS	Preparing registration application
STEWART WARNER	Preparing registration application
SW (logo)	Preparing registration application
STEWART WARNER (PERFORMANCE-red and black design)	Preparing registration application
SW – SYMBOL OF EXCELLENCE	Preparing registration application
SW – SYMBOL OF EXCELLENCE (LOGO)	Preparing registration application
SW (LOGO WITHIN WINGS)	Preparing registration application
MAXIMUM PERFORMANCE	Preparing registration application
MOTOR MINDER	Preparing registration application
TRACKFORCE MOTOR MINDER	Registration on hold.

IV. COMMON LAW RIGHTS TO TRADEMARK – (expired or abandoned applications and registrations)

The following marks have expired or have been abandoned. The Borrower's rights to the following marks are limited to any common law right that it may hold with respect to such marks and, thus, the Borrower makes no warranties with respect to its ownership of these marks.

Registration Number	Name/Description	Details
US Reg. 944,637	D (Logo)	Instructed not to renew for business reasons 8/28/02

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

COPYRIGHT	REG. NO.	DATE	COUNTRY
None			

II. COPYRIGHT APPLICATIONS

COPYRIGHT	APPLICATION NO.	DATE	COUNTRY
None			

III. COPYRIGHT LICENSES

NAME OF AGREEMENT	DATE OF AGREEMENT	PARTIES	COUNTRY
None			

US Reg. 944,630	DATCON	Instructed not to renew for business reasons 8/28/02
Germany Reg. 2,074,121	DATCON	Instructed not to renew for business reasons 8/28/02
US Serial 75/470,577	MAXIMA TECHNOLOGIES	Application abandoned 11/7/01
US Reg. 1,807,173	D (Logo)	Instructed not to renew for business reasons 8/28/02
Italy Reg. 636,279	DATCON	Instructed not to renew for business reasons 8/28/02
Spain Reg. 1,726,375	DATCON	Instructed not to renew for business reasons 8/28/02
Great Britain Reg. 1,513,282	DATCON	Instructed not to renew for business reasons 8/28/02

POWER OF ATTORNEY

This Power of Attorney is executed and delivered by MAXIMA TECHNOLOGIES & SYSTEMS, INC. ("Credit Party"), to General Electric Capital Corporation (hereinafter referred to as "Attorney"), as Lender, under a Loan and Security Agreement dated as even date herewith (the "Agreement"; capitalized terms are used herein as defined in the Agreement) by and among Credit Party, Attorney and the other signatories thereto. No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Credit Party as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Credit Party irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity which acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The power of attorney granted hereby is coupled with an interest, and may not be revoked or canceled by Credit Party without Attorney's written consent upon payment in full of all Obligations due to Attorney under the Loan Documents.

Credit Party hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as Credit Party's true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Credit Party and in the name of Credit Party or in its own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and, without limiting the generality of the foregoing, Credit Party hereby grants to Attorney the power and right, on behalf of Credit Party, without notice to or assent by Credit Party, and at any time, to do the following: (a) change the address for delivery of mail, open mail for Credit Party, and ask, demand, collect, give acquittances and receipts for, take possession of, endorse and receive payment of, any checks, drafts, notes, acceptances, or other instruments for the payment of moneys due, and sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, and notices in connection with any property of Credit Party; (b) effect any repairs to any asset of Credit Party, or continue or obtain any insurance and pay all or any part of the premiums therefor and costs thereof, and make, settle and adjust all claims under such policies of insurance, and make all determinations and decisions with respect to such policies; (c) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Credit Party or its property; (d) defend any suit, action or proceeding brought against Credit Party if Credit Party does not defend such suit, action or proceeding or if Attorney believes that Credit Party is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action, or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate; (e) file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Credit Party whenever payable and to enforce any other right in respect of Credit Party's property; (f) sell, transfer, pledge, compromise payment or make any other agreement with respect to, or otherwise deal with any property of Credit Party, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith; and (g) cause the certified public accountants then engaged by Credit Party to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, the following reports: (1) a reconciliation of all accounts; (2) an aging of all accounts; (3) trial balances; (4) test verifications of such accounts as Attorney may request, and (5) the results of each physical verification of inventory, all as though Attorney were the absolute owner of the property of Credit Party for all purposes, and to do, at Attorney's option and Credit Party's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon Credit Party's property or assets and Attorney's Liens thereon, all as fully and effectively as Credit Party might do. Credit Party hereby ratifies, to the extent permitted by law, all that said attorneys shall lawfully do or cause to be done by virtue hereof.

TRADEMARK

RECORDED: 08/12/2003

REEL: 002819 FRAME: 0641