

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEI/Genesis, Inc.		09/13/2004	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Citizens Bank of Pennsylvania
Street Address:	2001 Market Street
Internal Address:	Sixth Floor
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103-7053
Entity Type:	Financial Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1969754	PEI-GENESIS
Registration Number:	1965409	STANDARD-K
Registration Number:	2028858	STD-K
Registration Number:	2397023	SURE SEAL
Registration Number:	1377024	SURE-SEAL

CORRESPONDENCE DATA	
Fax Number:	(215)564-8120
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-564-8023
Email:	kgibson@stradley.com
Correspondent Name:	Kimberlee S. Knopf, Esquire
Address Line 1:	2600 One Commerce Square
Address Line 2:	Stradley Ronon Stevens & Young, LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098

ATTORNEY DOCKET NUMBER:	181453-0098
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CH \$140.00 1969754

NAME OF SUBMITTER:

Kyle D. Gibson

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated September 13, 2004, is made by PEI/Genesis, Inc. ("Grantor"), in favor of CITIZENS BANK OF PENNSYLVANIA ("Grantee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor, and its affiliates, PEI (UK) Limited and Appletree Associates, LP and the Grantee (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Grantee has agreed to make the Loans and other financial accommodations as provided in the Credit Agreement; and

WHEREAS, the Grantee is willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Grantee 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 agrees:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit 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 Grantee 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 (which term means registered claims for 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, as may be applicable, of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill, as may be applicable, 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, as may be applicable, 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.

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 Grantee 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 recording 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, all action necessary or desirable to protect and perfect Grantee's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

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

(a) Grantor shall notify Grantee immediately if it knows or has reason to know that any now or hereafter existing Patent, Trademark or Copyright (including any pending application or registration of same, as applicable) may become abandoned or dedicated to the public, 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 or rights in 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 Grantee prior written notice thereof, and, upon request of Grantee, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Grantee) to evidence Grantee'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 Grantee to maintain and pursue each application, to obtain the relevant registration and filing, as applicable, and to maintain the registration and filing, as applicable, of each of the Patents or Trademarks

(now or hereafter existing), 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 Grantee 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 and provide notice to Grantor of such determination, 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 Grantee 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 Grantee pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit 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 Credit Agreement.

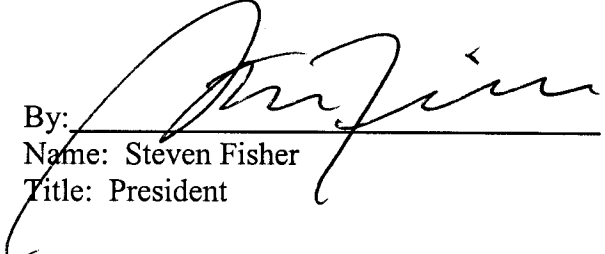
8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Maturity Date.

9. Grantor's prosecution, notification, maintenance and other obligations hereunder shall not apply to any Patent, Trademark or Copyright (including any pending application for the same) now extant or hereafter coming into existence, nor to any other Intellectual Property Collateral in which Grantee has been granted rights hereunder, which Grantor reasonably, upon

prior notice to Grantee, determines at the time for performance of the relevant obligation is of inconsequential value to Grantor and Grantee.

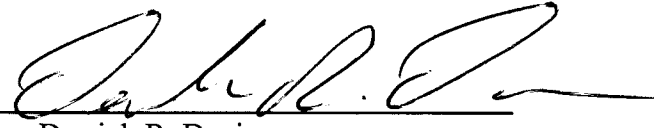
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PEI/Genesis, Inc.

By: 
Name: Steven Fisher
Title: President

ACCEPTED and ACKNOWLEDGED by:

CITIZENS BANK OF PENNSYLVANIA,
as Grantee

By: 
Name: Derrick R. Davis
Title: Vice President

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>
United States patent entitled "Solid State Oscillator for Generating Microwave Signals"	5,107,229

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>
United States provisional patent application entitled "Frame Packaging System for Power Conversion Devices"	60/551,915
United States provisional patent application entitled "Sealed Cover for Plastic Cartridge Electrical Interconnect Devices"	60/543,426

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>
United States registration for the trademark "PEI-GENESIS"	1,969,754
United States registration for the trademark "STANDARD-K"	1,965,409
United States registration for the trademark "STD-K"	2,028,858
United States registration for the trademark "SURE SEAL"	2,397,023
United States registration for the trademark "SURE-SEAL"	1,377,024

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>
Pending Chinese applications for registration of the trademark "PEI-Genesis"	4061446/48/49/50
Pending Chinese applications for registration of the trademark "Sure Seal"	4061445/51
Pending European Community Trademark Office application for registration of the trademark "PEI-Genesis"	003719044

Pending Indian 01281171
application for registration
of the trademark "PEI-Genesis"

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None		

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None