

06-23-2004

ET

Docket No.:

Y

535/038



Tab settings

Attached original documents or copy thereof.

To the Director of the United States Patent and Trademark Office **102774253**

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

6.21.04

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

Additional names(s) of conveying party(ies) Yes No

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

Name: **Dollar Bank, Federal Savings Bank**

Internal Address: _____

Street Address: **Three Gateway Center**

City: **Pittsburgh** State: **PA** ZIP: **15222**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Federal Savings Bank**

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s)

75/373,093	76/451,231	76/468,603
75/373,098	76/466,195	76/471,974
75/906,723	76/466,359	

Additional numbers Yes No

B. Trademark Registration No.(s)

1,663,217	2,355,783
2,021,257	2,632,024
2,449,877	

OPR/FINANCE
JUN 21 AM 7:14

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

Name: **Barry I. Friedman, Esq.**

Internal Address: **Metz Lewis LLC**

Street Address: **11 Stanwix Street, 18th Floor**

City: **Pittsburgh,** State: **PA** ZIP: **15222**

6. Total number of applications and registrations involved:..... **13**

7. Total fee (37 CFR 3.41):.....\$ **3340.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

Charge deficiencies or credit overpayment to 50-0525

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.

Philip E. Levy, Esq. *Philip E. Levy* **June 17, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **6**

06/22/2004 ECOOPER 00000082 75373093
 01 FC:8521
 02R 3522

Mail documents to be recorded with required cover sheet information to:
 40.00 DP
 300.00
 Director of the United States Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 002994 FRAME: 0340

ASSIGNMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS

WHEREAS, **COMPUNETIX, INC.**, a Pennsylvania corporation (the "Assignor"), and **DOLLAR BANK, FEDERAL SAVINGS BANK**, a federal savings bank (the "Assignee"). are parties to that certain Credit Agreement dated June 1, 2004 (as amended, modified, and supplemented, the "Credit Agreement");

WHEREAS, the Assignor owns the Patents, Copyrights and Trademarks (as defined in the Intellectual Property Security Agreement) listed on Schedule A annexed hereto (the "Intellectual Property Collateral"), all of which are in full force and effect; and

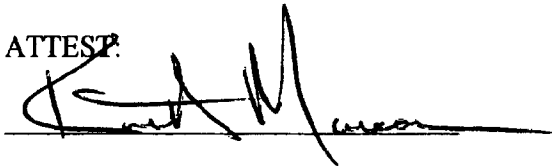
WHEREAS, in connection with the Credit Agreement, the Assignor entered into that certain Intellectual Property Security Agreement dated June 1, 2004 (as amended, modified, and supplemented, the "Intellectual Property Security Agreement") pursuant to which the Assignor (i) assigned to Assignee, and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to the Intellectual Property Collateral to secure the payment of the Obligations (as defined in the Intellectual Property Security Agreement), and (ii) agreed that upon the occurrence of an Event of Default (as defined in the Credit Agreement) the Assignor would execute this Assignment; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee (for the benefit of the Assignee) a mortgage on, pledge of and security interest in the Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Collateral made and granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment for Security to be duly executed by its officers thereunto duly authorized as of the 15th day of June, 2004

ATTEST:



(Corporate Seal)

COMPUNETIX, INC.

By:

Title:

G. Carlucci
President

ACKNOWLEDGMENT

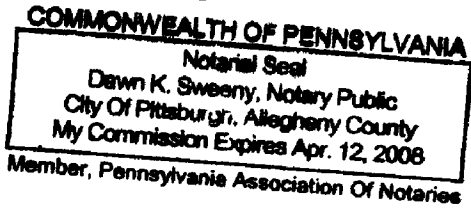
STATE OF Pennsylvania)
COUNTY OF Allegheny) SS:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, personally appeared Giorgio Coratuppi, who acknowledged himself/herself to be the President of COMPUNETIX, INC., a Pennsylvania corporation, and as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself/herself as such President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dawn K. Sweeny
Notary Public

My commission expires:



SCHEDULE A

to

Assignment of Patents, Copyrights and Trademarks

I. Patents and Patent Applications:

UNITED STATES

<u>Patent/App. No.</u>	<u>Issue/Filing Date</u>	<u>Title</u>
4,654,842	March 31, 1987	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors
4,945,534	July 31, 1990	Programmable Conferencing Module for Ring Arrays and Switchable Ring Array Networks
4,975,909	December 4, 1990	Broadcast Network
09/924,905	August 8, 2001	Scalable Configurable Network of Sparsely Interconnected Hyper-Rings

CANADA

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
1,236,553	May 10, 1988	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors
1,318,382	May 25, 1993	Programmable Conferencing Module for Ring Arrays and Switchable Ring Array Networks
1,318,383	May 25, 1993	Broadcast Network

TAIWAN

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
045920	July 18, 1991	Programmable Conferencing Module for Ring Arrays and Switchable Ring Array Networks
048474	October 19, 1991	Broadcast Network
24512	July 3, 1997	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

SINGAPORE

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
9491101-3	August 8, 1994	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

JAPAN

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
1,914,555	March 23, 1995	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors
3,088,430	July 14, 2000	Broadcast Network

KOREA

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
142190	March 27, 1998	Broadcast Network
143789	April 10, 1998	Programmable Conferencing Module for Ring Arrays and Switchable Ring Array Networks

GREAT BRITAIN

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
0171231	January 27, 1993	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

FRANCE

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
0171231	January 27, 1993	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

GERMANY

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
P3587028.1-08	January 27, 1993	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

NETHERLANDS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
0171231	January 27, 1993	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

SWEDEN

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
0171231	January 27, 1993	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

SWITZERLAND

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
85305267	January 27, 1993	Rearrangeable Full Availability Multistage Switching Network with Redundant Conductors

EUROPEAN

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
0363822	March 12, 1997	Broadcast Network
0413842	March 19, 1997	Programmable Conferencing Module for Ring Arrays and Switchable Ring Array Networks

II. Trademarks and Trademark Applications:

<u>Trademark</u>	<u>United States Filing/Registration Date</u>	<u>Serial No./Registration No.</u>
MINUET	October 14, 1997	75/373,093
ENSEMBLE	October 14, 1997	75/373,098
VIDEO-CENTREX	January 31, 2000	75/906,723
COIP	August 9, 2002	76/451,231
VIDEO-CENTRIX	October 7, 2002	76/466,195
SUMMIT	November 4, 2002	76/466,359
AUDIOCENTREX	November 12, 2002	76/468,603
AUDIOCENTRIX	November 13, 2002	76/471,974
CONTEX	November 5, 1991	1,663,217
ORCHESTRATOR	December 3, 1996	2,021,257
COMPUNETIX	May 8, 2001	2,449,877
CONTEXSPAN	June 6, 2000	2,355,738
VIRTUOSO	October 8, 2002	2,632,024

III. Copyrights and Copyright Applications:

None.