

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Whitaker Corporation		02/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ONQ Technologies Incorporated		
Street Address:	301 Fulling Mill Road, Suite G		
City:	Middletown		
State/Country:	PENNSYLVANIA		
Postal Code:	17057		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2051085	ONQ	
Registration Number:	2130823	ONQ	
CORRESPONDENCE DATA			
Fax Number:	(860)724-3397		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jbrunjes@mccarter.com		
Correspondent Name:	John A. Brunjes, Esq.		
Address Line 1:	185 Asylum Street		
Address Line 2:	CityPlace I		
Address Line 4:	Hartford, CONNECTICUT 06103-3495		
NAME OF SUBMITTER:	John A. Brunjes, Esq.		
Signature:	/john a brunjes/		
Date:	03/08/2005		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 21st day of February, 2005 by THE WHITAKER CORPORATION, a corporation organized and existing under the laws of the State of Delaware ("Assignor"), to and for the benefit of ONQ TECHNOLOGIES INCORPORATED, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("Assignee").

WHEREAS, the Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the trademarks and trademark registrations set forth on Exhibit "A" annexed hereto, together with all goodwill associated therewith (hereinafter the "Trademarks").

NOW, THEREFORE, in consideration of the promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, intending to be legally bound, hereby agrees as follows:

I. Assignment. Assignor irrevocably and unconditionally hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with all registration rights with respect to the Trademarks, including all rights therein provided by international conventions and treaties, all rights to prepare derivative marks, and all goodwill associated therewith, the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives.

2. Representations and Warranties. Assignor hereby represents and warrants to the Assignee as follows:

- (a) Assignor has full right, power and authority to enter into this Assignment;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;

- (d) To the best of the Licensor's knowledge and belief, there are no pending or threatened claims that the Trademarks infringe the rights of any person or entity;
- (e) To the best of the Licensor's knowledge and belief, there are no claims pending or threatened with respect to Assignor's rights to the Trademarks;
- (f) This Assignment is valid, binding and enforceable against Assignor in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

Except as specifically set forth above, THE TRADEMARKS ARE PROVIDED TO ASSIGNEE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALUE OR NONINFRINGEMENT.

3. Right to Sue for Past Infringement. Assignor also assigns to Assignee any and all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect the same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns and legal representatives, without any accounting to Assignor; provided that Licensor makes no representation or warranty with respect to the existence of any such claim.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Indemnification. Assignee will indemnify and hold harmless Assignor, its directors, officers, employees, and successors against all loss, liability, damage or expense (including legal and other professional expense) (collectively, a "Loss") arising out of any claims, demands, suits or judgments incurred or suffered by Assignor directly or indirectly arising (in whole or in part) by reason of or in relation to use by Assignee of the Trademarks.

6. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and legal representatives and shall be

binding upon Assignor, its successors, assigns and other legal representatives.

7. Governing Law. This Assignment shall be construed in accordance with the laws of the State of Delaware except to the extent the laws of the United States of America otherwise apply.

IN WITNESS WHEREOF, the undersigned Assignor, intending to be legally bound hereby, has caused this Trademark Assignment to be executed on its behalf by its duly authorized representative as an instrument under seal as of the date first written above.

md

THE WHITAKER CORPORATION

By: *Melissa K. Donnelly*

Name: *Melissa K. Donnelly*

Title: *Asst. Secretary and Asst. Treasurer*

STATE OF *Delaware* :

COUNTY OF *New Castle* :

SS:

On this *21st* day of *February*, 2005, before me a Notary Public in and for said State, personally appeared *Melissa Donnelly* known to me to be the person who executed the within instrument on behalf of The Whitaker Corporation. and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Marie S Brown

Notary Public

My Commission Expires:

MARIE S. BROWN
Notary Public Delaware
Appointed: Nov. 14, 2003
Term: 4 Years

EXHIBIT A
U.S. TRADEMARK REGISTRATION

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>STATUS</u>
ONQ	74462093	2051085	April 8, 1997	Registered
ONQ and Design (stylized)	74462120	2130823	January 20, 1998	Registered