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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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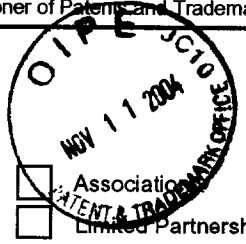
U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
 Entran Devices, Inc.  
 710 Route 46 East, Suite 206  
 Fairfield, New Jersey 07004

Individual(s)  
 General Partnership  
 Corporation-State  
 Other New York

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



2. Name and address of receiving party(ies)  
 Name: Fleet Capital Corporation  
 Internal Address:  
 Street Address: 5950 Sherry Lane, Suite 300  
 City: Dallas State: TX Zip: 75225

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

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: July 30, 2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 B. Trademark Registration No.(s) 1079256; 1067594;  
 1326768; 1326767; 1328244

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Julie H. Cooper  
 Internal Address:  
 Street Address: 2001 Ross Avenue, Suite 3700  
 City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.  
 Julie H. Cooper  
 Name of Person Signing

*Julie H. Cooper*  
 Signature

11/10/04  
 Date

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

11/19/2004 DBYRNE 00000106 1079256  
01 FC:8521 40.00 OP  
02 FC:8522 100.00 OP

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

TRADEMARK  
REEL: 003081 FRAME: 0042

ANNEX

Patents and Trademarks

	<b>Mark</b>	<b>Country</b>	<b>Reg.#</b>	<b>Expires</b>	<b>Renewel</b>
1	<b>ENTRAN</b>	USA	1079256	12/12/2007	
2	<b>ENTRAN</b>	Canada	278842	4/15/2013	
3	<b>ENTRAN</b>	France	1405925	4/27/2007	
4	<b>ENTRAN</b>	Germany	975779	4/30/2007	
5	<b>ENTRAN</b>	Norway	115930	<b>3/1/2004</b>	1/21/04: renewal in process
6	<b>ENTRAN</b>	Switzerland	320.266	6/29/2012	
7	<b>ENTRAN</b>	UK	1077535	4/25/2008	
8	<b>ENTRAN</b>	Japan	1678736	<b>1/19/2004</b>	1/21/04: renewal in process
9	<b>Bee</b>	USA	1067594	6/13/2007	
10	<b>Bee</b>	Canada	491582	12/23/2013	
11	<b>Bee</b>	France	1422231	4/28/2007	
12	<b>Bee</b>	Germany	975780	4/30/2007	
13	<b>Bee</b>	Norway	116685	<b>5/16/2004</b>	1/21/04: renewal in process
14	<b>Bee</b>	Switzerland	320.375	6/29/2012	
15	<b>Bee</b>	UK	1077536	4/26/2008	
16	<b>Bee</b>	Japan	4269135	4/30/2009	
17	<b>EG</b>	USA	1326768	3/25/2005	
18	<b>EL</b>	USA	1326767	3/25/2005	
19	<b>EP</b>	USA	1328244	4/1/2005	

# PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") dated as of July 30, 2004, is made by and between **FLEET CAPITAL CORPORATION** ("**Lender**"), a Rhode Island corporation, having an office at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225 and, **ENTRAN DEVICES, INC.** ("**ENTRAN**"), a New York corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004.

WHEREAS, **MEASUREMENT SPECIALTIES, INC.** ("**MSI**"), a New Jersey corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004, **IC SENSORS, INC.** ("**IC**"), a California corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004 and Lender are parties to that certain Loan and Security Agreement dated as of January 31, 2003 (the "**Loan and Security Agreement**"); and

WHEREAS, Entran has executed a Joinder Agreement pursuant to which it has become a party to the Loan and Security Agreement and thereby granted to Lender a security interest in and lien on its assets, including, but not limited to, all right, title and interest in and to all presently existing or hereafter created or acquired Intellectual Property, including Patents and Trademarks (as defined below), to secure the payment and performance in full of all of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Agreement is supplemental to the provisions contained in the Loan and Security Agreement;

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

## **1. DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. The following terms shall have the meanings set forth below:

**Patents** means (a) all patents and patent applications now owned or hereafter created or acquired by Entran, including, without limitation, those described on Schedule A hereto, and the inventions and improvements described and claimed therein, and patentable inventions, (b) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, (c) all income, royalties, damages or payments now and hereafter due and/or payable under, and with respect to, any of the foregoing including, without limitation, damages or payment for past, present or future infringement of any of the foregoing, (d) the right to sue for past, present and future infringement of any of the foregoing, (e) all inventions, designs, proprietary or technical information, know-how, other data or information, software, databases, all embodiments or fixations thereof and related documentation, and all other trade secret rights

not described above, and (f) all rights corresponding to any of the foregoing throughout the world.

**Trademarks** means (a) all of Entran's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, all registrations and recordings thereof, and all applications, excluding applications for U.S. Federal registration of marks filed under 15 U.S.C. 1051(b) and in which no amendment to allege use under 15 U.S.C. 1051(c) or statement of use under 15 U.S.C. 1051(d) has been filed, in connection therewith, whether now owned or hereafter created or acquired by Entran, including, without limitation, those described on Schedule B hereto, (b) all extensions or renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including, without limitation, damages or payments for past, present or future infringement or dilution or any of the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) all goodwill associated with and symbolized by any of the foregoing.

## 2. **GRANT OF SECURITY INTEREST.**

2.1 **Security Interest; Assignment of Patents and Trademarks.** As security for the payment and performance in full of all of the Obligations, Entran hereby (a) unconditionally grants to Lender a continuing security interest in and first priority lien (except subject to Permitted Liens) on all of its right, title and interest in and to the Patents and Trademarks, whether presently existing or hereafter created or acquired, and pledge and mortgage (but do not transfer title to) its right, title and interest to such Patents and Trademarks. In addition, Entran hereby agrees upon the request of Lender following and during the continuance of an Event of Default, to execute, and in addition hereby confirm that, pursuant to Section 9 hereof, Entran has constituted and appointed Lender as its true and lawful attorney in fact to execute on Entran's behalf, an assignment of such Patents and Trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Patents and Trademarks**"). Entran hereby authorizes Lender to complete as Assignee and record with the United States Patent and Trademark Office and any other relevant authority the Assignment of Patents and Trademarks upon the occurrence and during the continuance of an Event of Default and the lawful exercise of Lender's remedies under this Agreement and the Loan and Security Agreement.

2.2 **Conditional Assignment.** In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patents and Trademarks provided in Section 2.1 hereof, Entran further grants, assigns, transfers, conveys and sets over to Lender its entire right, title and interest in and to the Patents and Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only after the occurrence of both of the following: (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by Lender) upon an Event of Default for which acceleration of the Loans is automatic under the Loan and Security Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan and Security Agreement and applicable law (including the transfer or other disposition of the Collateral by Entran to Lender or its nominee in lieu of foreclosure).

**2.3 Supplemental to Loan and Security Agreement.** Pursuant to the Loan and Security Agreement, Entran has granted to Lender a continuing security interest in and lien on their respective right, title and interest to the Collateral (including the Patents and Trademarks). The Loan and Security Agreement, and all rights and interests of Lender in and to the Collateral (including the Patents and Trademarks) thereunder are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Patents and Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the United States Patent and Trademark Office or any other relevant authority, adversely affect or impair, in any way or to any extent, the Loan and Security Agreement, the security interest of Lender in the Collateral (including the Patents and Trademarks) pursuant to the Loan and Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Patents and Trademarks), or any present or future rights and interests of Lender in and to the Collateral under or in connection with the Loan and Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of Lender in and to the Patents and Trademarks (and any and all obligations of Entran with respect to the Patents and Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Lender (and the obligations of Entran) in, to or with respect to the Collateral (including the Patents and Trademarks) provided in or arising under or in connection with the Loan and Security Agreement and shall not be in derogation thereof.

### **3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Entran represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Patents and applications for Patents now owned by Entran; (ii) Schedule B sets forth a true and complete list of all registrations and applications for Trademarks now owned by Entran; (iii) the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no threatened or pending litigation or proceeding of which Entran has received actual notice concerning the validity or enforceability of the Trademarks or Patents; (iv) to Entran's knowledge, each of the Patents and Trademarks is valid and enforceable; (v) to Entran's knowledge, there is no infringement by any Person of the Trademarks or Patents; (vi) to Entran's knowledge, no claim has been made that the use of any of the Trademarks or Patents violates the rights of any Person, and to Entran's knowledge, none of the Trademarks or Patents infringes the rights of a Person; (vii) for all Patents and Trademarks listed on Schedule A and Schedule B, respectively, Entran is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Patents and Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses (other than licenses granted by Entran in the ordinary course of business), registered user agreements and covenants by Entran not to sue third persons (other than the security interest and assignment created by the Loan and Security Agreement and this Agreement and the Permitted Liens); (viii) Entran has the unqualified right to enter into this Agreement and to perform its terms; (ix) Entran has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with their use of the Patents and Trademarks; (x) Entran has used, and will continue to use for the duration of this Agreement, materially consistent standards of quality in their manufacture and provision of products and services sold or provided under the Patents and Trademarks; (xi) this Agreement, together with the Loan and

Security Agreement, continues in favor of Lender a valid and perfected first priority security interest in the Patents and Trademarks and no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by Entran or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by Entran, or (B) for the perfection of or the exercise by Lender of any of its rights and remedies hereunder.

#### **4. NO TRANSFER OR INCONSISTENT AGREEMENTS.**

Without Lender's prior written consent, neither Entran will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, or alienate any of the Trademarks or Patents, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with Entran's obligations under this Agreement or the Loan and Security Agreement.

#### **5. AFTER-ACQUIRED PATENTS AND TRADEMARKS.**

5.1 **After-Acquired Patents and Trademarks.** If, before the Obligations shall have been finally paid and satisfied in full, Entran shall obtain any right, title or interest in or to any other or new Trademarks or Patents, the provisions of this Agreement shall automatically apply thereto and Entran shall, on the anniversary date of this Agreement, provide to Lender notice thereof in writing and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5.2 **Amendment to Schedule.** Entran authorizes Lender to modify this Agreement and the Assignment of Patents and Trademarks, without the necessity of Entran's further approval or signature, by amending Schedule A and Schedule B hereto and the Annex to the Assignment of Patents and Trademarks to include any future or other Trademarks or Patents under Section 2 or Section 5 hereof.

#### **6. PATENT AND TRADEMARK PROSECUTION.**

6.1 **Entran's Responsible.** Entran shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patents and Trademarks, and shall hold Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by Lender in connection with the Lender's interest in the Trademarks or Patents or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby.

6.2 **Entran's Duties, etc.** Entran shall have the right and the duty to prosecute diligently before the United States Patent and Trademark Office any material applications for registration of Trademarks or Patents pending as of the date of this Agreement or thereafter, to preserve and maintain all material rights in the registered Trademarks and issued Patents, including the filing of appropriate renewal applications and other instruments to maintain in effect the registered Trademarks and issued Patents and the payment when due of all renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to such registered Trademarks and issued Patents. Any expenses incurred in connection with such applications and actions shall be borne solely by Entran. Entran shall not intentionally abandon any material filed

application for a Trademark or Patent, or any material registered Trademark or material issued Patent, without the consent of Lender, which consent shall not be unreasonably withheld.

**6.3 Entran's Enforcement Rights.** Subject to the requirements of Section 6.4 below, Entran shall have the right but not the obligation to bring suit or other action in Entran's own names to maintain and enforce the Patents and Trademarks. Entran may request that Lender join in such suit or action as necessary to assure Entran's ability to bring and maintain any such suit or action in any proper forum, but Lender may decline to so join if it is not completely satisfied that such joinder will not subject Lender to any risk of liability. To the fullest extent permitted under applicable law, Entran shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable legal fees, incurred by Lender pursuant to this Section 6.3.

**6.4 Protection of Patents and Trademarks.** In general, Entran shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be commercially reasonable in the reasonable business judgment of Entran to properly maintain, protect, preserve, care for and enforce the Patents and Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of Entran. Entran shall not take or fail to take any action, or permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Patents and Trademarks except where a failure to do so would have no material adverse effect on the business, assets or financial condition of Entran.

**6.5 Notification by Entran.** Promptly upon obtaining knowledge thereof, Entran will notify Lender in writing of the institution of, or any final adverse determination in, any proceeding in the United States Patent and Trademark Office or any similar office or agency of the United States, or any court, regarding the validity of any Trademarks or Patents material to the conduct of the business Entran or of Entran's right, title or interest in and to such Trademarks or Patents, and of any event that does or reasonably could materially adversely affect the value of any of the Trademarks or Patents, the ability of Entran or Lender to dispose of any of the Trademarks or Patents or the rights and remedies of Lender in relation thereto (including but not limited to the levy of any legal process against any of the Trademarks or Patents).

## **7. REMEDIES.**

Upon the occurrence and during the continuance of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 2.2) those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Entran, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Trademarks or Patents, or any interest that Entran may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks or Patents all expenses incurred by Lender in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan

and Security Agreement. Notice of any sale, license or other disposition of the Trademarks or Patents shall be given to Entran at least ten (10) days before the time that any intended public sale or other public disposition of the Trademarks or Patents is to be made or after which any private sale or other private disposition of the Trademarks or Patents may be made, which Entran hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Trademarks or Patents or interests therein sold, licensed or otherwise disposed of. Lender covenants that no action taken pursuant to this Section 7 will colorably constitute an assignment of any trademark without its associated goodwill or a license of any trademark without sufficient quality control.

#### **8. COLLATERAL PROTECTION.**

If Entran shall fail to do any act that they have covenanted to do hereunder, or if any representation or warranty of Entran shall be breached, Lender, in its own name or that of Entran (in the sole discretion of Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and each of Entran agrees to promptly reimburse Lender for any reasonable cost or expense incurred by Lender in so doing.

#### **9. POWER OF ATTORNEY.**

If any Event of Default shall have occurred and be continuing, Entran does hereby make, constitute and appoint Lender (and any officer or agent of Lender as Lender may select in its exclusive discretion) as its true and lawful attorney-in-fact, with full power of substitution and with the power to endorse Entran's name on all applications, documents, papers and instruments necessary for Lender to use and exploit the Patents and Trademarks, including, without limitation, on the Assignment of Patents and Trademarks attached as Exhibit 1 hereto, or to grant or issue any exclusive or non-exclusive license of any of the Trademarks or Patents to any third person, or to take any and all actions necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Trademarks or Patents or any interest of Entran therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that Entran is obligated to execute and do hereunder. Entran hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and release Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by Lender under this power of attorney, specifically including Lender's negligence (except for Lender's gross negligence or willful misconduct.) This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement. Lender covenants that no action taken pursuant to this Section 9 will colorably constitute an assignment of any trademark without its associated goodwill or a license of any trademark without sufficient quality control.

#### **10. FURTHER ASSURANCES.**

Enran, at any time and from time to time, and at their expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation,



obtaining consents of third parties), as Lender may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to Lender the grant, perfection and priority of Lender's security interest in the Patents and Trademarks.

#### **11. TERMINATION.**

At such time as all of the Obligations have been indefeasibly paid and satisfied in full, this Agreement shall terminate and Lender shall, upon the written request and at the expense of Entran, execute and deliver to Entran all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in Entran the entire right, title and interest in and to the Patents and Trademarks previously granted, assigned, transferred and conveyed to Lender by Entran pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by Lender pursuant hereto or the Loan and Security Agreement. Lender shall execute such documents as are necessary to release any security interest in the Patents and Trademarks as recorded in the United States Patent and Trademark Office or any other location.

#### **12. COURSE OF DEALING.**

No course of dealing between Entran and Lender, and no failure to exercise, or any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan and Security Agreement or any other agreement shall operate as a waiver thereof; and no single or partial exercise of any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### **13. EXPENSES.**

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable outside attorneys' fees and expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by Entran.

#### **14. OVERDUE AMOUNTS.**

Until paid, all amounts due and payable by Entran hereunder shall be a debt secured by the Patents and Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan and Security Agreement.

**15. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, LENDER DOES NOT ASSUME ANY LIABILITIES OF ENTRAN WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING ENTRAN'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE TRADEMARKS OR PATENTS, OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF ENTRAN, AND ENTRAN SHALL INDEMNIFY LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY LENDER WITH RESPECT TO SUCH LIABILITIES.

**16. NOTICES.**

All notices and other communications made or required to be given pursuant to this Agreement shall be made in accordance with the provisions of the Loan and Security Agreement.

**17. AMENDMENT AND WAIVER.**

This Agreement is subject to modification only by a writing specifically referencing this Agreement which is signed by Lender and Entran, except as provided in Section 5.2 hereof. Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

**18. GOVERNING LAW; CONSENT TO FORUM.**

The provisions of Section 11.4 of the Loan and Security Agreement regarding "Governing Law" and "Consent to Forum" shall apply to this Agreement.

**19. WAIVERS BY ASSIGNOR.**

The provisions of Section 11.5 of the Loan and Security Agreement regarding the "Waivers" of Entran shall apply to Entran under the terms of this Agreement.

**20. MISCELLANEOUS.**

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Entran, its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Loan and Security Agreement, the provisions of the Loan and Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Entran acknowledges receipt of a copy of this Agreement.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**ENTRAN DEVICES, INC.**

By: 

Frank Guidone  
Chief Executive Officer

**FLEET CAPITAL CORPORATION**

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**ENTRAN DEVICES, INC.**

By: \_\_\_\_\_  
Frank Guidone  
Chief Executive Officer

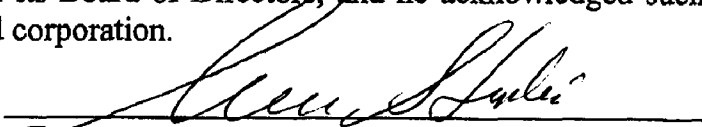
**FLEET CAPITAL CORPORATION**

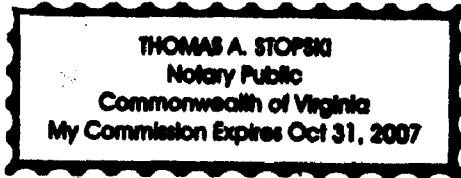
By: J. L. Bartholomew  
Name: Jay L. Bartholomew  
Title: Senior Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF VIRGINIA )  
CITY ) ss.  
COUNTY OF Hanover )

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 29<sup>th</sup> day of July, 2008 personally appeared Frank Guidone to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of ENTRAN DEVICES, INC., and that the foregoing instrument was signed on behalf of ENTRAN DEVICES, INC., by authority of its Board of Directors, and he acknowledged such instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 10-31-2007



**SCHEDULE A**

**Patents**

**None**

## SCHEDULE B

### Trademarks

	<b>Mark</b>	<b>Country</b>	<b>Reg.#</b>	<b>Expires</b>	<b>Renewel</b>
1	<b>ENTRAN</b>	USA	1079256	12/12/2007	
2	<b>ENTRAN</b>	Canada	278842	4/15/2013	
3	<b>ENTRAN</b>	France	1405925	4/27/2007	
4	<b>ENTRAN</b>	Germany	975779	4/30/2007	
5	<b>ENTRAN</b>	Norway	115930	<b>3/1/2004</b>	1/21/04: renewal in process
6	<b>ENTRAN</b>	Switzerland	320.266	6/29/2012	
7	<b>ENTRAN</b>	UK	1077535	4/25/2008	
8	<b>ENTRAN</b>	Japan	1678736	<b>1/19/2004</b>	1/21/04: renewal in process
9	<b>Bee</b>	USA	1067594	6/13/2007	
10	<b>Bee</b>	Canada	491582	12/23/2013	
11	<b>Bee</b>	France	1422231	4/28/2007	
12	<b>Bee</b>	Germany	975780	4/30/2007	
13	<b>Bee</b>	Norway	116685	<b>5/16/2004</b>	1/21/04: renewal in process
14	<b>Bee</b>	Switzerland	320.375	6/29/2012	
15	<b>Bee</b>	UK	1077536	4/26/2008	
16	<b>Bee</b>	Japan	4269135	4/30/2009	
17	<b>EG</b>	USA	1326768	3/25/2005	
18	<b>EL</b>	USA	1326767	3/25/2005	
19	<b>EP</b>	USA	1328244	4/1/2005	



**EXHIBIT 1**

**ASSIGNMENT OF PATENTS AND TRADEMARKS**

WHEREAS, **ENTRAN DEVICES, INC.** ("**ENTRAN**"), a New York corporation with its chief executive office and principal place of business at 710 Route 46 East, Suite 206, Fairfield, New Jersey 07004 is the owner of the trademark registrations and pending applications for registration (the "**Trademarks**") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex hereto, and have adopted and used and are using the Trademarks; and

WHEREAS, Entran is the owner of the issued patents and pending patent applications (the "**Patents**") in the United States Patent and Trademark Office and other jurisdictions as identified on the Annex hereto; and

WHEREAS, **FLEET CAPITAL CORPORATION** ("**Assignee**"), a Rhode Island Corporation having an office at 5950 Sherry Lane, Suite 300, Dallas, Texas 75225, is desirous of acquiring the Patents and Trademarks;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Entran does hereby assign, sell and transfer unto Assignee its right, title and interest in and to the Patents and Trademarks, together with (i) all products bearing the Trademarks and/or covered by the Patents, (ii) the goodwill of the business symbolized by and associated with the Trademarks, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or Patents, dilution of the Trademarks, or for any other related damage or injury, and (iv) all rights corresponding thereto.

**[remainder of page intentionally left blank]**

WITNESS WHEREOF, Entran by its duly authorized officers, has executed this Assignment of Patents and Trademarks, on this \_\_\_\_\_ day of July, 2004.

**ENTRAN DEVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The foregoing Assignment of Patents and Trademarks by Entran to Assignee is hereby accepted on this \_\_\_\_\_ day of July, 2004.

**FLEET CAPITAL CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

)

) ss.

COUNTY OF \_\_\_\_\_

)

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 31st day of January, 2003, personally appeared Frank Guidone to me known personally, and who, being by me duly sworn, deposes and says that he is the Chief Executive Officer of ENTRAN DEVICES, INC., and that the foregoing instrument was signed on behalf of ENTRAN DEVICES, INC., by authority of its Board of Directors, and he acknowledged such instrument to be the free act and deed of said corporation.

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Notary Public

**ANNEX**

**Patents and Trademarks**

	<b>Mark</b>	<b>Country</b>	<b>Reg.#</b>	<b>Expires</b>	<b>Renewel</b>
1	<b>ENTRAN</b>	USA	1079256	12/12/2007	
2	<b>ENTRAN</b>	Canada	278842	4/15/2013	
3	<b>ENTRAN</b>	France	1405925	4/27/2007	
4	<b>ENTRAN</b>	Germany	975779	4/30/2007	
5	<b>ENTRAN</b>	Norway	115930	<b>3/1/2004</b>	1/21/04: renewal in process
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11	<b>Bee</b>	France	1422231	4/28/2007	
12	<b>Bee</b>	Germany	975780	4/30/2007	
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16	<b>Bee</b>	Japan	4269135	4/30/2009	
17	<b>EG</b>	USA	1326768	3/25/2005	
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