

01-04-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



RE

102903261

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-30-04

1. Name of conveying party(ies)/Execution Date(s):

Cattron Intellectual Property Corporation
140 W. Shenango Street
Sharpsville, PA 16150

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

Citizenship (see guidelines) _____

Execution Date(s) October 15, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Argosy Investment Partners II, L.P.

Internal Address: _____

Street Address: 950 West Valley Road, Suite 2902

City: Wayne

State: PA

Country: USA Zip: 19087

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,570,611;
2,687,816; 2,778,874; 2,749,171

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Paula T. Bradley, Paralegal

Internal Address: _____
c/o McCausland, Keen & Buckman

Street Address: Radnor Court, Suite 160
259 N. Radnor-Chester Road

City: Radnor

State: PA Zip: 19087

Phone Number: (610) 341-1052

Fax Number: (610) 341-1099

Email Address: pbradley@mkbattorneys.com

6. Total number of applications and registrations involved:

4 (USA)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \$115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Paula T. Bradley

Signature

12/23/2004

Date

Paula T. Bradley, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01/03/2005 MBETACHE 00000128 2570611

01 FC:8521
02 FC:8522

40.00 OP
75.00 OP

TRADEMARK
REEL: 003099 FRAME: 0459

Exhibit

Trademarks

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
® - BELTPACK	Beltpack Corp.	USA	2,570,611
® - BRAIN IN THE TRAIN	Beltpack Corp.	USA	2,687,816
® - CANTRAC	Beltpack Corp.	USA	2,778,874
® - PROTECTIVE PITCH & CATCH	Beltpack Corp.	USA	2,749,171
® - BELTPACK	Beltpack Corp.	Canada	438,096
® - BRAIN IN THE TRAIN	Beltpack Corp.	Canada	557,954
® - CANTRAC	Beltpack Corp.	Canada	575,854

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF AUGUST 4, 2004 AMONG CATTRON GROUP INC., CATTRON-THEIMEG, INC., CATTRON-THEIMEG INTERNATIONAL LTD., ARGOSY INVESTMENT PARTNERS II, L.P., RFE INVESTMENT PARTNERS VI, L.P. AND FIRST NATIONAL BANK OF PENNSYLVANIA.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2004 by and between **ARGOSY INVESTMENT PARTNERS II, L.P.**, a Pennsylvania limited partnership, individually and as agent ("Secured Party"), and **CATTRON INTELLECTUAL PROPERTY CORPORATION**, a Delaware corporation ("Grantor").

RECITALS

WHEREAS, (i) on or about May 22, 2003, Cattron Group Inc. ("Cattron"), Cattron-Theimeg, Inc. ("CIT"), Cattron-Theimeg International Ltd. ("CT International"; and Cattron, CTI and CT International individually an "Existing Company" and collectively the "Existing Companies"), Argosy Investment Partners II, L.P. ("Argosy") and RFE Investment Partners VI, L.P. ("RFE") entered into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time, the "2003 Purchase Agreement") pursuant to which, among other things, Argosy and RFE purchased debentures in the aggregate principal amount of Five Million Dollars (\$5,000,000) (as amended, restated or otherwise modified from time to time, the "2003 Debentures") and (ii) in October, 2004, the Existing Companies, Remtron Acquisition Corp. ("Remtron Acquisition"), Remtron, Inc. ("Remtron") and Grantor (the Existing Companies, Remtron Acquisition, Remtron and Grantor individually a "Company" and collectively the "Companies"), Argosy and RFE VI SBIC, LLP ("RFE SBIC"; and Argosy, RFE and RFE SBIC individually a "Purchaser" and collectively the "Purchasers") entered into a Securities Purchase and Amendment Agreement (as amended, restated or otherwise modified from time to time, the "2004 Purchase Agreement"; and the 2003 Purchase Agreement and the 2004 Purchase Agreement individually and collectively the "Purchase Agreement") pursuant to which, among other things, Argosy and RFE SBIC purchased debentures in the aggregate principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (as amended, restated or otherwise modified from time to time, the "2004 Debentures"; and the 2003 Debentures and the 2004 Debentures individually a "Debenture" and collectively the "Debentures"); and

WHEREAS, the obligations of the Companies under the Purchase Agreement, the Debentures and the other documents and instruments executed and delivered in connection therewith (the "Purchase Documents") are secured in accordance with the terms of a Security Agreement dated May 22, 2003 (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Companies have obtained senior financing (the "Senior Loan") from First National Bank of Pennsylvania ("Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in the Intercreditor Agreement; and

WHEREAS, it is a condition precedent to Purchasers' performance of their obligations under the 2004 Purchase Agreement that Grantor execute this Intellectual Property Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Companies' obligations under the Purchase Documents and all other agreements now existing or hereafter arising between the Companies (or any of them) and Purchasers, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Companies' obligations under the Purchase Documents and under any other agreement now existing or hereafter arising between the Companies (or any of them) and Purchasers, Grantor hereby grants and pledges to Secured Party for its benefit and the ratable benefit of each Purchaser a security interest in all of Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all goodwill associated therewith, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement, the terms of which are hereby incorporated herein by reference. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Purchase Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Purchase Agreement, the Security Agreement or any of the Purchase Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an

application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

140 W. Shenango Street
Sharpsville, PA 16150
Attn: James C. Robertson, President

Grantor:

CATTRON INTELLECTUAL PROPERTY CORPORATION

By: 
Name: MICHAEL D. PEARSON
Title: SECRETARY

Address of Secured Party:

Argosy Investment Partners II, L.P.
950 West Valley Road
Suite 2902
Wayne, PA 19087

Secured Party:

**ARGOSY INVESTMENT PARTNERS II, L.P.,
individually and as Agent**

**By: Argosy Associates II, L.P.,
its general partner**

**By: Argosy Associates II, Inc.,
its general partner**

By: _____
Name: _____
Title: _____

application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

140 W. Shenango Street
Sharpsville, PA 16150
Attn: James C. Robertson, President

Grantor:

CATTRON INTELLECTUAL PROPERTY CORPORATION

By: _____
Name: _____
Title: _____

Address of Secured Party:

Argosy Investment Partners II, L.P.
950 West Valley Road
Suite 2902
Wayne, PA 19087

Secured Party:

**ARGOSY INVESTMENT PARTNERS II, L.P.,
individually and as Agent**

**By: Argosy Associates II, L.P.,
its general partner**

**By: Argosy Associates II, Inc.,
its general partner**

By: Knute C. Albrecht
Name: KNUTE C. ALBRECHT
Title: PRESIDENT

EXHIBIT A

Copyrights

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
© - Flat Yard Beltpack System	Canac Int'l Inc.	Canada	426,413
© - Locomotive Control System for Hump Locomotives	Canac Int'l Inc.	Canada	426,414
© - Top Panel for Locomotive Remote control unit	Canac Inc.	Canada	494,726
© - Top Panel for Locomotive Remote control unit version 2	Canac Inc.	Canada	494,727
© - Top Panel for Locomotive Remote control unit	Canac Inc.	USA	494,726
© - Top Panel for Locomotive Remote control unit version 2	Canac Inc.	USA	494,727

EXHIBIT B**Patents**

<u>Issued</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
REMOTE CONTROL SYSTEM FOR LOCOMOTIVES (PUSH-PULL SYSTEM)	Canac	USA	6,449,536
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS	Canac	USA	6,466,847
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS (Continuation)	Canac	USA	6,697,716
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Europe	1,165,356
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	France	1,165,356
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Germany	600 04 801.2-08
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	UK	0900197.5
METHOD AND APPARATUS FOR AUTOMATIC REPETITION RATE ASSIGNMENT IN A REMOTE CONTROL SYSTEM	Canac	USA	6,456,674
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE	Canac	USA	5,511,740
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE	Canac	USA	5,685,507
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE WITH SOLID STATE TILT SENSOR	Canac	USA	6,470,245

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE WITH SOLID STATE TILT SENSOR (Continuation)	Canac	USA	6,691,005
METHOD AND APPARATUS FOR TESTING AN ANTENNA	Canac	USA	6,693,584
REMOTE CONTROL UNIT FOR LOCOMOTIVE INCLUDING DISPLAY MODULE FOR DISPLAYING COMMAND INFORMATION	Canac	USA	6,658,331
<u>Fee Paid/Awaiting for Patent to Issue</u>			
REMOTE CONTROL SYSTEM FOR LOCOMOTIVES (PUSH-PULL SYSTEM) (Continuation)	Canac	USA	App# 10/201,427
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	New Zealand	19607/00
<u>Pending</u>			
REMOTE CONTROL SYSTEM FOR LOCOMOTIVES (PUSH-PULL SYSTEM)	Canac	Canada	2,313,918
REMOTE CONTROL SYSTEM FOR LOCOMOTIVES (PUSH-PULL SYSTEM)	Canac	Australia	2001276207
REMOTE CONTROL SYSTEM FOR LOCOMOTIVES (PUSH-PULL SYSTEM)	Canac	Europe	1953716.6
<u>Pending</u>			
	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
REMOTE CONTROL SYSTEM FOR LOCOMOTIVES (PUSH-PULL SYSTEM)	Canac	New Zealand	523454
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS (Continuation-in-part)	Canac	USA	10/328,517

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS (Continuation-in-part 2)	Canac	USA	10/754,525
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS	Canac	Europe	1953070.8
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS	Canac	New Zealand	524543
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS	Canac	Canada	2,420,649
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE USING VOICE COMMANDS	Canac	Australia	2001275616
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Canada	2,266,998
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	USA	09/281,464
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM (Continuation)	Canac	USA	10/163,199
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM (Continuation)	Canac	USA	10/163,227
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM (Continuation)	Canac	USA	10/741,086

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM (Continuation-in-part)	Canac	USA	10/308,242
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Australia	19607/00
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM (divisional #1)	Canac	Europe	03013362.3
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM (divisional #2)	Canac	Europe	03013363.1
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Germany	N/A
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	France	N/A
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Italy	N/A
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	Ireland	N/A
METHOD AND APPARATUS FOR ASSIGNING ADDRESSES TO COMPONENTS IN A CONTROL SYSTEM	Canac	UK	N/A

<u>Pending</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
METHOD AND APPARATUS FOR AUTOMATIC REPETITION RATE ASSIGNMENT IN A REMOTE CONTROL SYSTEM	Canac	Canada	2,248,526
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE (Re-issue application)	Canac	USA	10/374,590
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE (Re-issue application)	Canac	USA	10/374,589
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE WITH SOLID STATE TILT SENSOR	Canac	Canada	2,369,819
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE WITH SOLID STATE TILT SENSOR (Continuation-in-part)	Canac	USA	10/356,751
REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE WITH SOLID STATE TILT SENSOR	Canac	New Zealand	523875
METHOD AND APPARATUS FOR TESTING AN ANTENNA	Canac	Canada	2,369,653
REMOTE CONTROL UNIT FOR LOCOMOTIVE INCLUDING PITCH AND CATCH FUNCTIONALITY	Canac	USA	10/739,009
REMOTE CONTROL UNIT FOR LOCOMOTIVE INCLUDING PITCH AND CATCH FUNCTIONALITY	Canac	Canada	2,453,754
METHOD AND APPARATUS IMPLEMENTING A COMMUNICATION PROTOCOL FOR USE IN A CONTROL SYSTEM	Canac	USA	10/326,795
METHOD AND APPARATUS IMPLEMENTING A COMMUNICATION PROTOCOL FOR USE IN A CONTROL SYSTEM	Canac	Canada	2,410,697

<u>Pending</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
METHOD AND APPARATUS IMPLEMENTING A COMMUNICATION PROTOCOL FOR USE IN A CONTROL SYSTEM	Canac	PCT	PCT/CA03/01400
REMOTE CONTROL UNIT FOR LOCOMOTIVE INCLUDING DISPLAY MODULE FOR DISPLAYING COMMAND INFORMATION	Canac	Canada	2,377,352
REMOTE CONTROL SYSTEM FOR LOCOMOTIVE USING A NETWORKING ARRANGEMENT	Canac	USA	10/727,932
METHOD AND APPARATUS FOR CONTROLLING A LOCOMOTIVE	Canac	USA	10/728,316
REMOTE CONTROL SYSTEM FOR LOCOMOTIVE USING A TDMA COMMUNICATION PROTOCOL	Canac	USA	10/727,935
A METHOD AND APPARATUS FOR TRANSMITTING SIGNALS TO A LOCOMOTIVE CONTROL DEVICE	Canac	USA	10/448/520
A PROGRAMMABLE REMOTE CONTROL SYSTEM AND APPARATUS FOR A LOCOMOTIVE	Canac	USA	10/667,642
A REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE HAVING USER AUTHENTICATION CAPABILITIES	Canac	USA	10/667,683
REMOTE CONTROL UNIT WITH LANTERN	Canac	Canada	2,452,311
A CONFIGURABLE REMOTE CONTROL SYSTEM FOR A LOCOMOTIVE	Canac	USA	10/667,641
METHOD AND SYSTEM FOR PROVIDING REMOTE CONTROL IN A VARIABLE SPEED HUMPYARD	Canac	Canada	2,437,133

<u>Pending</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
METHOD AND SYSTEM FOR PROVIDING REMOTE CONTROL IN A VARIABLE SPEED HUMPYARD	Canac	USA	60/494,558
COMMUNICATION ARCHITECTURE FOR A LOCOMOTIVE REMOTE CONTROL SYSTEM	Canac	USA	

Exhibit C

Trademarks

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
® - BELTPACK	Beltpack Corp.	USA	2,570,611
® - BRAIN IN THE TRAIN	Beltpack Corp.	USA	2,687,816
® - CANTRAC	Beltpack Corp.	USA	2,778,874
® -PROTECTIVE PITCH & CATCH	Beltpack Corp.	USA	2,749,171
® - BELTPACK	Beltpack Corp.	Canada	438,096
® - BRAIN IN THE TRAIN	Beltpack Corp.	Canada	557,954
® - CANTRAC	Beltpack Corp.	Canada	575,854