

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AKRION, INC		08/05/2005	CORPORATION: DELAWARE
GOLDFINGER TECHNOLOGIES, LLC		08/05/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	BANK:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78224085	LUCID2
Serial Number:	76274881	V VERTEQ
Serial Number:	76274785	V
Serial Number:	73760371	SUNBURST
Serial Number:	75555468	GOLDFINGER
Serial Number:	75035442	VERTEQ
Serial Number:	78122937	AKRION

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-721-6405
 Email: christine.wilson@thomson.com
 Correspondent Name: Corporate Services Corporation

CH \$190.00 78224085

Address Line 1: 80 State Street
Address Line 2: 6th Floor
Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	INGRID ARBUCKLE
Signature:	/INGRID ARBUCKLE/
Date:	09/30/2005

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 5th day of August, 2005, by **AKRION, INC.**, a Delaware corporation and **GOLDFINGER TECHNOLOGIES, LLC**, a Delaware limited liability company, each having a mailing address at 6330 Hedgewood Drive, Suite 150, Allentown, Pennsylvania 18106 (each a "Grantor" and collectively, the "Grantors") and delivered to **PNC BANK, NATIONAL ASSOCIATION**, having a mailing address at 1600 Market Street, Philadelphia, Pennsylvania 19103, Attn: Daniel R. Stella ("Agent") as agent for the Lenders (as defined below) under the Loan Agreements (as defined below).

BACKGROUND

A. This Agreement is being executed in connection with that certain (i) Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders (collectively, the "Lenders"), the Grantors and any of the other Borrower(s) named as Borrower therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Domestic Loan Agreement") and (ii) Export-Import Revolving Credit and Security Agreement among Agent, Lenders, the Grantors and any of the other Borrower(s) named as Borrower therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Export-Import Loan Agreement" and together with the Domestic Loan Agreement, the "Loan Agreements"), under which, inter alia, Grantors are granting Agent, for the benefit of Lenders, a lien on and security interest in, certain assets of Grantors associated with or relating to services or products sold under each Grantor's trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein.

B. Each Grantor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreements, Agent is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Grantors associated therewith and represented thereby, as security for all of Grantors' Obligations (as defined in the Loan Agreements), and Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreements, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Grantors' Obligations, each Grantor grants to Agent a lien on and security interest in all of such Grantor's present and future right, title and interest in and to the Trademarks, together with all the goodwill of such Grantor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Grantor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of each Grantor's Obligations are indefeasibly paid and satisfied in full.

3. Each Grantor represents, warrants and covenants to Agent that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Such Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Trademarks, and each of its Trademarks are free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Grantors and Agent hereunder) and covenants by Grantors not to sue third persons;

(d) Such Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Such Grantor has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Grantors or their Property;

(f) Such Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Such Grantor has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Agent and its employees and agents the right (with no obligation of any kind upon Agent to do so) to visit such Grantor's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure such Grantor's compliance with this paragraph 3(g).

4. Each Grantor further covenants that:

(a) Until all such Grantor's Obligations are indefeasibly paid and satisfied in full, such Grantor will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with such Grantor's obligations under this Agreement, such Grantor's obligations under the Loan Agreements or which restrict or impair Agent's rights hereunder.

(b) If such Grantor's acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Each Grantor's shall give Agent prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Grantors have not received notice from Agent that an Event of Default has occurred under the Loan Agreements and that Agent has not elected to exercise its rights hereunder: (i) Grantors shall continue to have the exclusive right to use the Trademarks; and (ii) Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Each Grantor agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under either Loan Agreement, each Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the Commonwealth of Pennsylvania, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, each Grantor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Each Grantor's hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all each Grantor's Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreements and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted to Agent under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreements, the language of this Agreement shall control.

10. Upon each Grantor's performance of all of the obligations under the Loan Documents and after all of each Grantor's Obligations are indefeasibly paid and satisfied in full, Agent shall, at Grantors' expense, execute and deliver to Grantors all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Grantors on demand by Agent and until so paid shall be added to the principal amount of the Obligations to Agent and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreements.

12. Subject to the terms of the Loan Agreements, each Grantor shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until each Grantor's Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, each Grantor shall make federal application on registerable but unregistered Trademarks belonging to such Grantor's and licensed to such Grantor's. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Grantors. No Grantor shall abandon any Trademarks without the prior written consent of Agent.

13. Each Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if such Grantor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Each Grantor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. If an Event of Default has occurred and is continuing under either of the Loan Agreements, Agent may, without any obligation to do so, complete any obligation of Grantors hereunder, in Grantors' name or in Agent's name, but at the expense of Grantors.

15. No course of dealing between any Grantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future

agreements between any Grantor and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS RULES. Any judicial proceeding brought by or against any Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction located in the Commonwealth of Pennsylvania, and, by execution and delivery of this Agreement, each Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by internationally recognized overnight courier directed to such Grantor at its address set forth in Section 16.6 of the Loan Agreements and service so made shall be deemed completed one (1) day after the same shall have been so delivered to such overnight courier. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Agent to bring proceedings against any Grantor in the courts of any other jurisdiction. Each Grantor waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Any judicial proceeding by any Grantor against Agent or any Agent involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Philadelphia, Commonwealth of Pennsylvania.

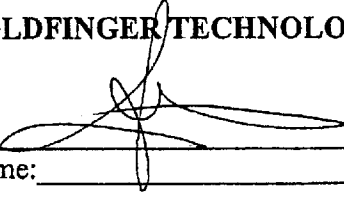
18. EACH GRANTOR HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY GRANTOR, AGENTS AND/OR AGENT OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH GRANTOR HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT SUCH GRANTOR, AGENT AND/OR AGENTS MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTOR TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

AKRION, INC.

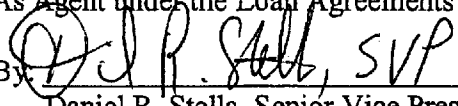
By: 
Name: _____
Title: _____

GOLDFINGER TECHNOLOGIES, LLC

By: 
Name: _____
Title: _____

Acknowledged and agreed:

PNC BANK, NATIONAL ASSOCIATION
As Agent under the Loan Agreements

By: 
Daniel R. Stella, Senior Vice President

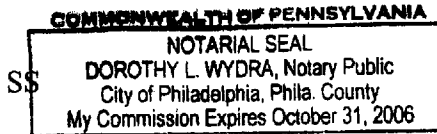
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PA : SS
COUNTY OF PHILADELPHIA :

On this 5th of August, 2005, before me personally appeared JAMES S. MOLINARO, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Akrion, Inc.; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

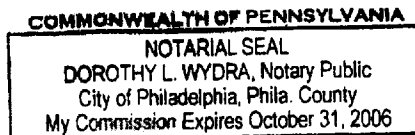
Dorothy L. Wydra
Notary Public
My Commission Expires: 10-31-06

UNITED STATES OF AMERICA :
COMMONWEALTH OF PA :
COUNTY OF PHILADELPHIA :



On this 5th of August, 2005, before me personally appeared JAMES S. MOLINARO, to me known and being duly sworn, deposes and says that s/he is authorized to sign on behalf of Goldfinger Technologies, LLC; that s/he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public
My Commission Expires: 10-31-06



TRADEMARKS

<i>Trademark</i>	<i>Country</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Registration Number</i>	<i>Registration Date</i>
AKRION	Canada	1156020	17-Oct-2002	TMA608876	29-Apr-2004
LUCID2	China (Peoples Republic)	3715221	12-Sep-2003		
AKRION	European Community	2894970	17-Oct-2002	2894970	15-Dec-2003
AKRION	Japan	87963/2002	17-Oct-2002	4688464	04-Jul-2003
AKRION	Japan	11-12076	16-Feb-1999	4404040	28-Jul-2000
LUCID2	Japan	79019/2003	11-Sep-2003	4749321	20-Feb-2004
AKRION	Korea, Republic of	40-2002-47885	18-Oct-2002	566614	26-Nov-2003
AKRION	Korea, Republic of	1999-4850	18-Feb-1999	476864	14-Sep-2000
AKRION	Malaysia	1323/99	19-Feb-1999	99001323	11-May-2002
AKRION	Singapore	T02/16311D	18-Oct-2002	T02/16311D	19-Apr-2002
AKRION	Singapore	1516/99	18-Feb-1999	1516/99	16-Aug-2000
G300	Singapore	T03/14556Z	11-Sep-2003	T03/14556Z	09-Nov-2004
LUCID2	Singapore	T03/14557H	11-Sep-2003	T03/14557H	11-Feb-2005
AKRION	Taiwan	91043585	17-Oct-2002	1085189	16-Feb-2004
AKRION (CHINESE CHARACTERS)	Taiwan	92032404	20-May-2003	1098920	01-May-2004
AKRION	Taiwan	88007505	24-Feb-1999	922154	01-Jan-2001

TRADEMARKS

LUCID2	Taiwan	92054564	12-Sep-2003	1115142	16-Aug-2004
AKRION	United States of America	78/122937	19-Apr-2002	2691083	25-Feb-2003
LUCID2	United States of America	78/224085	11-Mar-2003		
V Verteq	United States of America	76274881	21-Jun-2001	2655977	03-Dec-2002
V	United States of America	76274785	21-Jun-2001	2604390	06-Aug-2002
Sunburst	United States of America	73760371	28-Oct-1988	1574491	02-Jan-1990
Goldfinger	United States of America	7555468	18-Sep-1998	2295797	30-Nov-1999
Verteq	United States of America	75035442	21-Dec-1995	2040148	25-Feb-1997

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, [Akrion, Inc., a Delaware corporation] [Goldfinger Technologies, LLC, a Delaware limited liability company] ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 200__.

[AKRION, INC.]
[GOLDFINGER TECHNOLOGIES, LLC]

By: _____
As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : SS
COUNTY OF _____ :

On this the ____ day of _____, 200__ before me a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of [Akron, Inc.][Goldfinger Technologies, LLC] ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

(Individual Notary)

My Commission Expires:

_____, _____


POWER OF ATTORNEY

AKRION, INC., a Delaware corporation, ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent") as agent for the Lenders under that certain (i) Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders ("Lenders"), Grantor and the other Borrower(s) named as Borrower therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Domestic Loan Agreement") and (ii) Export-Import Revolving Credit and Security Agreement among Agent, Lenders, Grantor and the other Borrower(s) named as Borrower therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Export-Import Loan Agreement" and together with the Domestic Loan Agreement, the "Loan Agreements"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 5th day of August, 2005.

AKRION, INC.

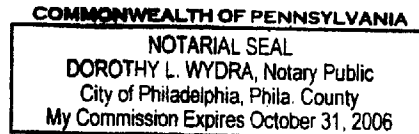
By: 
Name: James S. Johnson
Title: President / CEO

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PA : SS
COUNTY OF PHILADELPHIA :

On this 5th of August, 2005 personally appeared James S. Molinaro, to me known and being duly sworn, deposes and says that s/he authorized to sign on behalf of the Grantor corporation described in the foregoing Power of Attorney; that s/he signed the Power of Attorney pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public




POWER OF ATTORNEY

GOLDFINGER TECHNOLOGIES, LLC, a Delaware limited liability company, ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent") as agent for the Lenders under that certain (i) Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Grantor and the other Borrower(s) named as Borrower therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Domestic Loan Agreement") and (ii) Export-Import Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as Lenders, Grantor and the other Borrower(s) named as Borrower therein, of even date herewith (as it may hereafter be amended, modified, restated or replaced from time to time, the "Export Loan Agreement" and together with the Domestic Loan Agreement, the "Loan Agreements"), as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 5th day of August, 2005.

GOLDFINGER TECHNOLOGIES, LLC

By: 
Name: W.J. WHITTE
Title: CFO

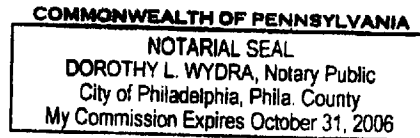
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CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PA : SS
COUNTY OF PHILADELPHIA :

On this 5th of August, 2005 personally appeared W. JAMES WHITTLE, to me known and being duly sworn, deposes and says that s/he authorized to sign on behalf of the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Dorothy L. Wydra
Notary Public



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