

(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET

BUCKET NO.

TRADEMARKS / SERVICE MARKS ONLY

54094.0003 Abbatron

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
GMAC COMMERCIAL CREDIT LLC
1290 Avenue of the Americas
New York, NY 10104

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other New York Limited Liability Co

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

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

Name: ABBATRON, LLC

Internal Address: _____

Street Address: 643 Arch St

City: Meadville State: PA ZIP: 16335

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

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: December 13, 2001

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

A. Trademark / Service Mark Application No.(s)

Additional numbers Yes No

B. Trademark / Service Mark Registration No.(s)

1,433,603

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

Name: WAYNE L LOVERCHECK ESQ

Internal Address: _____

Street Address: THE QUINN LAW FIRM

2222 W GRANDVIEW BLVD

City: ERIE State: PA ZIP: 16506

6. Total number of applications and registrations involved:..... 1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

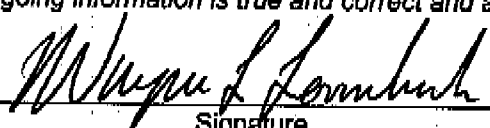
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

501344

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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.

Wayne L. Lovercheck  November 2, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and 3

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

TRADEMARK
REEL: 003220 FRAME: 0822

700222042

CH \$40.00 501344 1433603

WITHOUT RECOURSE BILL OF SALE

December 13, 2001

In consideration of the sum of \$313,200.00 (plus any additional amounts which may be due pursuant to a certain reimbursement letter executed by Microbest, Inc., dated September 17, 2001, as amended from time to time, which shall also be included within the purchase price), the receipt and sufficiency of which is hereby acknowledged, GMAC COMMERCIAL CREDIT LLC ("GMACCC"), a New York limited liability company, hereby sells and conveys unto Abbatron, LLC, a Delaware limited liability company (hereafter called "Buyer") the following items of personal property (the "Property") - All of the equipment, inventory, tooling, as well as other tangible property and intangible property (including the name) acquired by GMACCC, in turn, from H.H. Smith s/k/a NTT, Inc. ("Debtor"), in accordance with that certain Bill of Sale dated on or about the date hereof, from Debtor to GMACCC as more fully attached hereto as Exhibit A, which is incorporated herein by reference and made a part hereof. This Bill of Sale is executed and delivered pursuant to that certain letter agreement dated November 2, 2002, among GMACCC, the undersigned, Steven R. Griffin, Dexter G. Munger and Microbest, Inc (the "Sale Letter"), THE SALE COVERED HEREBY SHALL BE WITHOUT ANY RECOURSE OF BUYER TO GMACCC, OF ANY TYPE OR NATURE WHATSOEVER. GMACCC MAKES NO WARRANTY OF TITLE AND NO FURTHER WARRANTIES TO THE BUYER OF ANY KIND, EXPRESS OR IMPLIED IN CONNECTION WITH THE PROPERTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, OF ANY KIND, BUYER TAKING THE PROPERTY AS IS AND WHERE IS. Nothing contained herein, shall or shall be deemed, however, to: (a) change, limit or otherwise adversely affect the Sale Letter. This Bill of Sale shall accordingly be subject in all respects to the terms and conditions of the Sale Letter, and the Sale Letter shall survive the execution and delivery of this Bill of Sale and remain in full force and effect hereafter. In the event of any conflict between the terms of this Bill of Sale and the Sale Letter, the latter shall govern and control; or (b) include within this Bill of Sale, any other assets other than the specific Property noted herein. Without limiting the foregoing, this Bill of Sale shall not include or convey any right, title or interest in or to any accounts receivable, real estate or other assets or property of: (1) the Debtor, located in Southington, Connecticut or otherwise; or (2) GMACCC, wherever located.

THIS BILL OF SALE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS RULES).

GMAC COMMERCIAL CREDIT LLC

By: *Frank Imperato*
 Name: Frank Imperato
 Title: Senior Vice President

Agreed and Received

ABBATRON, LLC

By: *S.R. Griffin*
 Name: Steven R. Griffin
 Title: Member

TRADEMARK