



Y

attached original documents or copy thereof.

To the Honorable Commissioner of

103174884

1. Name of conveying party(ies):
 Manhattan Digital Corporation, Contec Corporation and Worldwide Digital, LLC

Individuals Association
 General Partnership Limited Partnership
 Corporate-State Manhattan Digital Corp. - Delaware
 Contec Corporation - Delaware
 Other (limited liability company) Worldwide Digital, LLC - Delaware

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

2. Name and address of receiving party(ies):
 Name: Contec, LLC
 Internal Address:
 Street Address: 1011 State Street
 City: Schenectady State NY ZIP 12307

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other DE limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: yes no
 (Designation 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: January 31, 2005

4. Application number(s) or patent number(s):
 A. Trademark Application No(s)
 See Schedule I attached

02/09/2006 DBYRNE 00000202 2536676
 01 FC:0521
 02 FC:0522

40.00 DP
 250.00 DP Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 See Schedule I attached

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

Name: Judy Radoccia
 Internal Address: Edwards Angell Palmer & Dodge LLP
 Street Address: 111 Huntington Avenue
 City: Boston State MA ZIP 02199

6. Total number of applications and registrations involved 11

7. Total fee (37 CFR 3.41)..... \$290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account Number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Judy Radoccia
 Name of Person Signing

Signature

February 8, 2006
 Date

Total number of pages including cover sheet, attachments, and document 8

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

U:ACJJAFORMS\1594.1

**SCHEDULE I
TRADEMARKS**

Mark	Registered Owner	United States Trademark Description	Registration/ Application Number	Registration/ Application Date
Checkmate	Contec Corporation	"Checkmate"	Reg #: 2,536,676	2/5/2002 (Reg.)
Point and Press	Contec Corporation	"Point and Press"	Reg #: 2,662,271	12/17/2002 (Reg.)
Simplicity	Contec Corporation	"Simplicity"	Reg #: 2,602,798	7/30/2002 (Reg.)
Smartkeys	Contec Corporation	"Smartkeys"	Reg #: 2,789,936	12/2/2003 (Reg.)
Memory Guard	Contec Corporation	"Memory Guard"	Reg #: 2,751,874	8/19/2003 (Reg.)
Shop Floor Network	Contec Corporation	"Shop Floor Network"	Reg #: 2,718,573	5/27/2003 (Reg.)
Contec	Contec Corporation	"Contec"	Reg #: 2,720,539	6/3/2003 (Reg.)
Contec (stylized)	Contec Corporation	"Contec" (stylized)	Reg #: 2,720,538	6/3/2003 (Reg.)
Ciber-Sys	Contec Corporation	"Ciber-Sys"	SN#: 76/263,889	5/29/2001 (Filed)
Athena	Contec Corporation	"Athena"	SN#: 76/263,903	5/29/2001 (Filed)
Synergy	Contec Corporation	"Synergy"	SN#: 76/263,890	5/29/2001 (Filed)

TRADEMARK ASSIGNMENT

This Assignment is made on this 31st day of January, 2005 (the "Trademark Assignment") among Manhattan Digital Corporation, a Delaware corporation ("MDC"), Contec Corporation, a Delaware corporation ("Contec") and WorldWide Digital, LLC, a Delaware limited liability company ("WWD" and together with MDC and Contec, the "Assignors"), and Contec, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, by an Equity and Asset Purchase Agreement, dated as of November 19, 2004 by and among Assignors, Ensambladora de Matamoros, S. de R.L. de C.V., a Mexican corporation ("EDEMSA"), Contec de Mexico, S. de R.L. de C.V., a Mexican corporation ("Contec De Mexico"), Francis G. Hickey, Jr., individually and as trustee of the Francis G. Hickey, Jr. Revocable Trust, Miguel Diaque Donde, Contec Holdings, LLC, a Delaware limited liability company ("Parent"), Assignee, Contec Licenses, LLC, a Delaware limited liability company and Worldwide Digital Company, LLC, a Delaware limited liability company (the "Purchase Agreement"), Assignors have sold all of their right, title, and interest in and to the Purchased Assets to Assignee, and in connection therewith, Assignors have agreed to assign and Assignee has agreed to acquire, all Assignors' right, title and interest in and to all of the trademarks, trade names, service marks, trade dress, logos, trade names and corporate names along with the goodwill associated therewith (and all registrations, renewals and applications therefor, if any), owned and used by Assignors in connection with their operation of their business (the "Trademarks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignors' right, title, and interest in and to the Trademarks throughout the world, including all applications thereof and all goodwill pertaining thereto, the portion of the business of Assignor to which any intent-to-use application pertains to, and all rights to sue and to collect all damages and payments for claims of past or future infringements or misappropriations thereof.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

Assignors hereby agree to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Trademarks, including, without limitation, all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office

or registrar, and reasonably assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

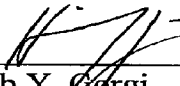
This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York (without application of principles of conflicts of law).

This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

CONTEC, LLC

By: 
Name: Habib Y. Gorgi
Title: Vice President

MANHATTAN DIGITAL CORPORATION

By: _____
Name: Gary Stein
Title: President & CEO

CONTEC CORPORATION

By: _____
Name: Gary Stein
Title: President & CEO

WORLDWIDE DITIGAL, LLC

By: _____
Name: Gary Stein
Title: President & CEO

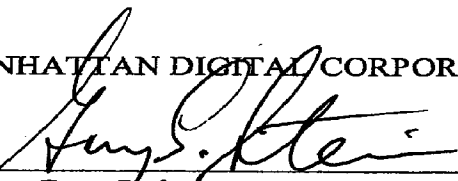
[Signature Page to Trademark Assignment Agreement]

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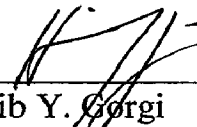
TRADEMARK

CONTEC CORPORATION REEL: 003298 FRAME: 0345

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By: _____
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Title: President & CEO

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