

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SND Electronics, Inc.		06/05/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	AstonTec Holdings, LLC		
Street Address:	c/o Corporation Trust Company		
Internal Address:	Corporation Trust Center-1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2068396	SND	
Registration Number:	2068371	SND	
Registration Number:	2361490	CORNERSTONE TAPING	
CORRESPONDENCE DATA			
Fax Number:	(203)869-1951		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-862-2395		
Email:	RMancuso@wbamct.com		
Correspondent Name:	Richard E. Mancuso		
Address Line 1:	100 Field Point Road		
Address Line 4:	Greenwich, CONNECTICUT 06830		
NAME OF SUBMITTER:	Michael DiBenedetto, Jr.		
Signature:	/MDB, Jr./		

OP \$90.00 2068396

Date:

07/19/2006

Total Attachments: 4

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ASSIGNMENT OF SERVICESMARKS AND TRADEMARKS made as of the 5th day of July, 2006, by S.N.D. Electronics, Inc., a New York corporation with its principal place of business at 77 South Water Street, Greenwich, Connecticut 06830 ("Assignor"), to ASTONTEC HOLDINGS, LLC, a Delaware limited liability corporation with its principal place of business at 325 Greenwood Drive, Key Biscayne, FL 33149 ("Assignee").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 17, 2006 (as amended, the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets (as defined in the Agreement), including without limitation the service marks, trademarks and trade names of Assignor.

Pursuant to the Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of the Purchased Assets.

In accordance with the foregoing, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign service marks, trademarks, service mark and trademark applications and trade names, including without limitation the service marks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Service Marks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor has this Assignment of Service Marks and Trademarks not been made.

Assignor shall execute and deliver all such further documents and instruments and to do and perform, or cause to be done and performed, all such further acts and things as Assignee may reasonably request in order to carry out the intent and purposes of this Assignment of Service Marks and Trademarks and to consummate the transactions contemplated hereunder.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Service Marks and Trademarks shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Service Marks and Trademark as of the date first above written.

S.N.D. Electronics, Inc.

By:


Name: Michael Di Benedetto, Jr.
Title: President & Chief
Restructuring Officer

[SEAL]

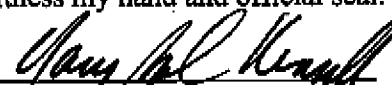
State of Connecticut

County of New Haven

) ss.: New Haven
)

On this 5th day of July, 2006, before me, personally appeared Michael Di Benedetto, Jr., President and Chief Restructuring Officer of SND Electronics, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Nancy Bohan Kinsella
Commissioner of the Superior Court

SCHEDULE A**I. REGISTERED SERVICE MARKS***

MARK	JURISDICTION	REG. NO.	DATE OF REG.
SND	Chile	427101	9-14-1998
SND (Class 42)	Columbia	247534	10-29-2001
SND (Class 42)	Costa Rica	119126	3-21-2000
SND (Class 35)	CTM	003163565	11-13-2004
SND & Design (Class 35)	CTM	003161544	10-13-2004
SND (Class 42)	El Salvador	221	6-19-2001
SND (Class 42)	Guatemala	97873	8-31-1999
SND (Class 42)	Honduras	7979	10-15-2001
SND (Class 42)	Israel (Reg. Abandoned)	127840	7-6-2000
SND (Class 39)	Mexico	809046	10-9-2003
SND (Class 37)	Mexico	833022	9-19-2004
SND & Design (Class 39)	Mexico	842422	7-19-2004
SND & Design (Class 37)	Mexico	842421	9-19-2004
SND & Design (Class 35)	Mexico	819018	1-26-2004
SND (Class 42)	Nicaragua	44,311 C.C.	6-30-2000
SND (Class 42)	Panama	102674	10-20-2000
SND & Design (Class 42)	United States	2068396	6-10-1997
SND (Class 42)	United States	2068371	6-10-1997
CORNERSTONE TAPING (Class 35)	United States	2361490	6-27-2000

II. PENDING SERVICE MARK APPLICATIONS*

MARK	JURISDICTION	APPLICATION #	DATE OF FILING
ce/SND (Class 35)	CTM	003164548	5-12-2003
SND (Class 35)	Mexico	619929	9-19-2003

* All service mark registrations and pending applications are owned by SND Electronics, Inc.