# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
S B E, Inc. d/b/a/ SB Electronics		01/25/2008	CORPORATION: VERMONT

## RECEIVING PARTY DATA

Name:	Carolyn K. Cole	
Street Address:	187 St. Gaudens Road	
City:	Cornish	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03745	
Entity Type:	INDIVIDUAL: UNITED STATES	

Name:	Crow Hill Ventures, Ltd.	
Street Address:	Mountain Top Farm, 89 Mountain Spring Road	
Internal Address:	c/o Stanley P. Fishkin	
City:	Chittenden	
State/Country:	VERMONT	
Postal Code:	05737	
Entity Type:	CORPORATION: NEW YORK	

Name:	Morton E. Goulder
Street Address:	97 Ridge Road, Box 419
City:	Hollis
State/Country:	NEW HAMPSHIRE
Postal Code:	03049
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Richard L. Green
Street Address:	190 Lyme Road
City:	Hanover
State/Country:	NEW HAMPSHIRE

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Postal Code:	03755	
Entity Type:	INDIVIDUAL: UNITED STATES	
Entity Type.	INDIVIDUAL. GNITED GTATES	
Name:	Michael W. Hall	
Street Address:	1005 Bragg Hill Road	
City:	Norwich	
State/Country:	VERMONT	
Postal Code:	05055	
Entity Type:	TRUSTEE: UNITED STATES	
Name:	Robert E. Haynes Jr.	
Street Address:	129 Lyme Road	
City:	Hanover	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03755	
Entity Type:	INDIVIDUAL:	
Name:	Jeremy L. Katz	
Street Address:	98 Bank Street	
City:	Lebanon	
State/Country:	NEW HAMPSHIRE	
Postal Code:	03766-1726	
Entity Type:	INDIVIDUAL: UNITED STATES	
Name:	Seth A. Katz	
Street Address:	15 Milrose Lane	
City:	Monsey	
State/Country:	NEW YORK	
Postal Code:	10952	
Entity Type:	INDIVIDUAL: UNITED STATES	
Name:	James Kendall	
Street Address:	676 Reef Road	
City:	Vero Beach	
State/Country:	FLORIDA	
Postal Code:	32963	
Entity Type:	INDIVIDUAL: UNITED STATES	
7 . NE - 1		
Name:	Frank J. Leibly III	
Street Address:	7522 Happy Valley Road	
	TRADEMARK	

City:	Taftsville		
State/Country:	VERMONT		
Postal Code:	05073-0012		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Montshire Capital, LLC		
Street Address:	72 Buckingham Place		
Internal Address:	c/o Fred Wainwright		
City:	Lebanon		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03766		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
Name:	H. Kenneth Merrit, Jr.		
Doing Business As:	DBA Merritt & Moulton Defined Benefit Plan		
Street Address:	P.O. Box 5839		
City:	Burlington		
State/Country:	VERMONT		
Postal Code:	05402-5839		
Entity Type:	Trustee of Venture Law, Inc.: VERMONT		
Name:	Dolores A. Nichols		
Street Address:	1603 Eagle Ridge Drive		
City:	Corinth		
State/Country:	TEXAS		
Postal Code:	76201		
Entity Type:	INDIVIDUAL: UNITED STATES		
3 31			
Name:	James M. Rubens		
Street Address:	11 Laramie Road		
City:	Etna		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03750		
Entity Type:	INDIVIDUAL: UNITED STATES		
	<u>,                                      </u>		
Name:	Susan Locke Rubens		
Street Address:	11 Laramie Road		
City:	Etna		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03750		
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Name:	George Schwenk
Street Address:	177 Merriam Hill Road
City:	Mason
State/Country:	NEW HAMPSHIRE
Postal Code:	03048-4607
Entity Type:	INDIVIDUAL: LINITED STATES

Name:	Sugarloaf Holdings, LLC
Street Address:	303 Cow Hill Road
Internal Address:	Attn: Mr. Charles F. Kirker
City:	Weybridge
State/Country:	VERMONT
Postal Code:	05753
Entity Type:	LIMITED LIABILITY COMPANY: VERMONT

### PROPERTY NUMBERS Total: 1

Entity Type:

Property Type	Number	Word Mark
Serial Number:	72060243	ORANGE DROP

## **CORRESPONDENCE DATA**

Fax Number: (206)359-9000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

INDIVIDUAL: UNITED STATES

Phone: 206-359-8000

Email: pctrademarks@perkinscoie.com

Correspondent Name: Grace Han Stanton of Perkins Coie LLP

Address Line 1: 1201 Third Avenue, Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	42511-0001
NAME OF SUBMITTER:	Matthew D. Schneller
Signature:	/Matthew D. Schneller/
Date:	02/15/2008

#### **Total Attachments: 27**

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#### PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement (the "Agreement"), dated as of January 25, 2008, is made by and between S B E, Inc. d/b/a SB Electronics, a Vermont corporation having a business location at 131 South Main Street, Barre, Vermont 05641 (the "Debtor"), the persons listed on Exhibit A (each a "Secured Party" and collectively the "Secured Parties") and Richard L. Green, as agent of the Secured Parties (the "Agent").

## Recitals

Debtor has executed promissory notes in the aggregate principal amount of \$600,000.00 of even date herewith in favor of the Securites Parties (the "*Promissory Notes*") in connection with that Note and Warrant Purchase Agreement dated as of January 25, 2008 by and among the Debtor and the Secured Parties (the "*Note Purchase Agreement*").

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Promissory Notes, the Note Purchase Agreement and herein, the parties hereby agree as follows:

### 1. Definitions

All terms defined in the Recitals hereto shall have the meanings given to them above. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with the Promissory Notes which the Debtor may now or at any time hereafter owe to the Secured Parties, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for

each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on <u>Exhibit C</u>.

## 2. Security Interest

The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Parties a security interest (the "Security Interest"), with power of sale to the extent permitted by law, in the Patents and in the Trademarks (provided, that no security interest or other transfer shall be granted or enforced in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable law) to secure payment of the Obligations. The Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor as provided for in that Security Agreement (the "Security Agreement") dated as of January 25, 2008 by and among Debtor and the Secured Parties. The Security Interest granted in the Patents and Trademarks hereby shall be subject to the terms of the Amended and Restated Priority Agreement among Debtor, TD Banknorth, N.A., Vermont Economic Authority and Agent on behalf of the Secured Parties (the "Priority Agreement").

## 3. Representations, Warranties and Agreements

The Debtor represents, warrants and agrees as follows:

- (a) *Existence; Authority.* The Debtor is a corporationduly organized, validly existing and in good standing under the laws of its state of incorporation and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Debtor.
- (b) Patents. Exhibit B accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit B, or if Exhibit B ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Parties with a replacement Exhibit B, which upon acceptance by the Secured Parties shall become part of this Agreement.
- (c) Trademarks. Exhibit C accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit C need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit C (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit C ceases to accurately reflect the existence and status of applications and registrations

pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Parties with a replacement <u>Exhibit C</u>, which upon acceptance by the Secured Parties shall become part of this Agreement.

- (d) Affiliates. As of the date hereof, no affiliate of the Debtor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any affiliate of the Debtor owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Parties of such item(s) and cause such affiliate to execute and deliver to the Secured Parties a patent and trademark security agreement substantially in the form of this Agreement.
- (e) Title. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits B and C, subject to no mortgage, pledge, lien, lease, encumbrance or charge ("Liens"), other than (a) those resulting from taxes which have not yet become delinquent, (b) minor liens and encumbrances which do not materially detract from the value of the property subject thereto or materially impair the operations of the Debtor, (c) those that have otherwise arisen in the ordinary course of business, and (d) existing liens held by Vermont Economic Development Authority and TD Banknorth, N.A. ("Permitted Liens"). The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademarks free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (f) No Sale. Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Parties' prior written consent.
- (g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than those holding Permitted Liens.
- (h) *Maintenance*. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Parties: (i) sufficient written notice, of at least 30 days, to allow the Secured Parties to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (i) Secured Parties' Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Parties give the Debtor written notice thereof

(or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Patent or Trademark, the Secured Parties may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties' own names) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

- (j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements)incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (i) or exercising their rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at a rate per annum equal to 20% per annum, compounded monthly.
- subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Parties, or their delegates, as attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after an Event of Default (as defined below), to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Promissory Notes as provided therein and the payment and performance of all Obligations.

## 4. Debtor's Use of the Patents and Trademarks

The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

### 5. Events of Default

Each of the following occurrences shall constitute an event of default under this Agreement (herein called "*Event of Default*"): (a) any default by Debtor in making any payment when due under the Promissory Notes in accordance with their terms or any other event of

default under the Promissory Notes; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made; or (d) insolvency (however expressed or indicated), appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, organization, arrangement or insolvency or other law relating to the relief of debtors, either by or against Debtor; or (e) the sale of all or substantially all of the assets or stock of Debtor.

#### 6. Remedies

Upon the occurrence of an Event of Default and at any time thereafter, Agent, on behalf of the Secured Parties may, at his option, take any or all of the following actions:

- (a) The Agent may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.
- (b) The Agent may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Parties shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Parties, do any and all lawful acts and execute any and all proper documents required by Secured Parties in aid of such enforcement.

#### 7. Miscellaneous

This Agreement together with the Note and Warrant Purchase Agreement of even date herewith among Debtor and the Secured Parties, the Promissory Notes, the Escrow Agreement of even date herewith among Debtor, the Secured Parties and Thomas A. Babic CPA, the Security Agreement of even date herewith among Debtor, the Secured Parties and the Agent, the Priority Agreement and the Pledge Agreement of even date herewith between Edward Sawyer and Agent sets forth the entire agreement of the parties with respect to the subject matter hereof. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Parties. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties' rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Security Agreement. The Secured Parties shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Parties to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Vermont without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

{Signatures Follow}

**DEBTOR:** 

S B E, INC. D/B/A SB ELECTRONICS,

Name: Edward Sawyer

Title: President

AGENT

Richard L. Green, as Agent for the Secured

Parties and not Individually

# SECURED PARTY

lardju ble
Signature Cole
Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

	CROWHILL VENTURES LTD
	Signature STANZEY C. FISHKIN PRESIDENT
	Print Name
	Additional Signature (if joint holder)
in the second of	
	Print Name (of other joint holder)
	KANDAN BANAA
SAUGS BOLLEGE SPECIAL	. Part vil 101 i ven em 2011, kan de estidad i vil pros de varende de l'element de monde i element.

SECURED PARTY
Muhl T. Kuller by POA <u>for Morton F. Goulder</u> Signature
Monton E. Goulder Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

## **SECURED PARTY**

Signature
Richard L. Greev
Print Name

Additional Signature (if joint holder)

Print Name (of other joint holder)

SECURED PARTY

MillAn
Signature
MICHABI (MI) Print Name
Additional Signature (if joint holder)

Print Name (of other joint holder)

SECURED PARTY
Signature Signature
Robert E. HAYNES JR
Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

SECURED PARTY
12
Signature
JEREHY L. KATE
Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

## **SECURED PARTY**

Seta 1. Tara
Signature
Seth A. Katz
Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

Attn: LIZ MeTAYER

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Signature

Signature

Signature

Additional Signature (if joint holder)

Print Name (of other joint holder)

**SECURED PARTY** 

Ad I WITT
Signature
Frank J. Leibly I
Print Name
Additional Signature (if joint holder)

Print Name (of other joint holder)

### SECURED PARTY

Fred Wainwright
Print Name
Montshire Capital, LLC

Additional Signature (if joint holder)

Print Name (of other joint holder)

## SECURED PARTY

Signature

Print Name

Additional Signature (if joint holder)

Print Name (of other joint holder)

**SECURED PARTY** 

Signature

James M. Rubens

Additional Signature (if joint holder)

Print Name (of other joint holder)

## **SECURED PARTY**

Signature
GEORGE G. SCHWEN
Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

SECURED PARTY

Signature
SVGARLOAF HOLDINGS, LLC
CHARLES F. KIREKER,
Print Name

MANAGER

Additional Signature (if joint holder)

Print Name (of other joint holder)

SECURED PARTY
Venture Law, Inc. d/b/a Merritt & Merritt & Moulton Defined Benefit Plan
Merritt & Moulton Defined Benefit Plan
Signature
H. Kenneth Merntt, Jr., Trustee
Print Name
Additional Signature (if joint holder)
Print Name (of other joint holder)

# **EXHIBIT A**

# Secured Parties

CAROLYN K. COLE 187 St. Gaudens Road Cornish, NH 03745

CROW HILL VENTURES, LTD.
Stanley P. Fishkin
Mountain Top Farm
89 Mountain Spring Road
Chittenden, VT 05737

MORTON E. GOULDER 97 Ridge Road Box 419 Hollis, NH 03049

RICHARD L. GREEN 190 Lyme Road Hanover, NH 03755

MICHAEL W. HALL, TRUSTEE U/A DATED 11/28/84
1005 Bragg Hill Road
Norwich, VT 05055

ROBERT E HAYNES JR 129 Lyme Road Hanover, NH 03755

JEREMY L. KATZ 98 Bank Street Lebanon, NH 03766-1726

SETH A. KATZ 15 Milrose Lane Monsey, NY 10952

JAMES KENDALL 676 Reef Road Vero Beach, FL 32963 FRANK J. LEIBLY, III 7522 Happy Valley Road Taftsville, VT 05073-0012

MONTSHIRE CAPITAL, LLC c/o Fred Wainwright 72 Buckingham Place Lebanon, NH 03766

H. KENNETH MERRITT, JR., TRUSTEE OF VENTURE LAW, INC. D/B/A MERRITT & MERRITT & MOULTON DEFINED BENEFIT PLAN P.O. Box 5839 Burlington, VT 05402-5839

**DOLORES A. NICHOLAS** 1603 Eagle Ridge Drive Corinth, TX 76201

JAMES M. RUBENS SUSAN LOCKE RUBENS 11 Laramie Road Etna, NH 03750

GEORGE SCHWENK 177 Merriam Hill Road Mason, NH 03048-4607

SUGARLOAF HOLDINGS, LLC Mr. Charles F. Kirker 303 Cow Hill Road Weybridge, VT 05753

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# **EXHIBIT B**

# UNITED STATES ISSUED PATENTS

<u>Title</u>	Patent Number	Issue Date
Configuring a capacitor with enhanced pulse reliability	7,008,838	March 7, 2006
Vented Capacitor	7,027,285	April 11, 2006
Power ring pulse capacitor	7,289,311	October 30, 2007

Additionally, the Company has three pending provisional patent application with the United States Patent and Trademark Office.

## UNITED STATES PATENT APPLICATIONS

<u>Title</u>	Appl. Number	Filing Date
Conductive Adhesive Attachment of Capacitor Terminals	20070084043	October 3, 2006
Segmented end electrode capacitor and method of segmenting an end electrode of a capacitor	20070030624	July 28, 2006

## **EXHIBIT C**

## UNITED STATES AND CANADIAN

### ISSUED TRADEMARK REGISTRATIONS

ORANGE DROP - United States Patent and Trademark Office

Serial Number: 72060243

Registration Date: June 16, 1959

Register: Principal

Registration Number: 0680351

International Registration Number: 0937134

ORANGE DROP - Canadian Intellectual Property Office

Application Number: 0272813 Registration Date: 6/21/1963

Registration Number: TMA131523

PACER - Canadian Intellectual Property Office

Application Number: 0272812 Registration Date: 6/21/1963

Registration Number: TMA131522

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**RECORDED: 02/15/2008**