

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magnatech International, Inc.		05/22/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sovereign Bank		
Street Address:	601 Penn Street		
City:	Reading		
State/Country:	PENNSYLVANIA		
Postal Code:	19601		
Entity Type:	a National Banking Institution:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2474987	MAGNATECH	
CORRESPONDENCE DATA			
Fax Number:	(215)405-3789		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-977-2169		
Email:	Inocella@wolfblock.com		
Correspondent Name:	Nichole M. Bodoh		
Address Line 1:	1650 Arch Street		
Address Line 2:	22nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	SOV027-235419		
NAME OF SUBMITTER:	Nichole M. Bodoh		
Signature:	/nicholembodoh/		
Date:	05/27/2008		

OP \$40.00 2474987

Total Attachments: 15

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") is dated as of the 21st day of May and made effective as of the 23rd day of May, 2008 by and between **MAGNATECH INTERNATIONAL INC.**, a Delaware corporation ("**Assignor**"), and **SOVEREIGN BANK** in its capacity as Agent ("**Agent**") for the benefit of Agent and the Lenders from time to time a party to the Loan Agreement, as defined below.

BACKGROUND

A. In accordance with the terms of that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Assignor, KTB Real Estate Partnership ("**KTB**"), Agent and the Lenders party thereto (as the same may be further amended, modified, supplemented, extended and/or renewed, the "**Loan Agreement**"), Agent and Lenders agreed to extend certain credit facilities to Assignor and KTB, as more fully described therein.

B. In accordance with the terms of the Loan Agreement, Assignor has executed and delivered to Agent, for the benefit of Agent and Lenders, that certain Surety Agreement of even date herewith, pursuant to which Assignor became a guarantor and surety for all obligations of KTB (as the same may be amended, modified, supplemented, or restated from time to time, the "**Surety Agreement**"), including without limitation all obligations of KTB under the Loan Agreement and the Reimbursement Agreement.

C. Pursuant to a certain Amended and Restated Reimbursement Agreement dated of even date herewith (as the same may be further amended, the "**Reimbursement Agreement**") by and among KTB, Assignor, Magnatech International Holdings, LLC, Sovereign Bank, as Issuing Bank ("**Issuing Bank**"), Agent and Lenders, Issuing Bank, Agent and Lenders agreed to extend to KTB a letter of credit facility as more fully described therein.

D. The Loan Agreement provides, *inter alia*, that Assignor will grant to Agent, for the benefit of Agent and Lenders, a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness and Guaranteed

Obligations (as defined in the Surety Agreement), Assignor hereby collaterally assigns, mortgages, pledges and grants to Agent, for the benefit of Agent and Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "**Collateral**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "B"** attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Lender Indebtedness and Guaranteed Obligations, Assignor hereby mortgages, pledges and grants to Agent, for the benefit of Agent and Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of Assignor's right, title and interest

in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications (to the extent not based on an intent to use), and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Lender Indebtedness and Guaranteed Obligations shall have been satisfied in full and the Loan Agreement and the Reimbursement Agreement shall have been terminated, Assignor will not, without Agent's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement, the Loan Agreement or the Reimbursement Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Agent or any Lender under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, copyrights and trademarks now owned by Assignor that are registered or for which an application for registration has been filed, and the licenses listed as Exhibit C constitute all material licenses to which Assignor is a party. If, before all Lender Indebtedness and Guaranteed Obligations shall have been satisfied in full and the Loan Agreement and the Reimbursement Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Agent prompt written notice thereof. Assignor hereby authorizes Agent to modify this Security Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under Section 2 above or under this Paragraph 4. Assignor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent's lien, for the benefit of Agent and Lenders, on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Assignor hereby agrees that the use by Agent of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Agent or any Lender to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on

which all Lender Indebtedness and all Guaranteed Obligations have been paid in full and the Loan Agreement and the Reimbursement Agreement are terminated.

6. **Agent's Right to Inspect.** Agent or any Lender shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (a) not to sell or assign its interest in the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Agent's express written consent; and (d) to provide Agent or any Lender, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Lender Indebtedness and Guaranteed Obligations and termination of the Loan Agreement and the Reimbursement Agreement, Agent shall execute and deliver to Assignor a termination of Agent and Lenders' security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent or any Lender pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Lender Indebtedness and Guaranteed Obligations shall have been paid in full and the Loan Agreement and the Reimbursement Agreement are terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Agent.

9. **Event of Default.** Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of Assignor, and in addition to all other rights and remedies available to Agent and Lenders, immediately record all assignments previously executed and delivered to Agent by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent, for the benefit of Agent and Lenders, by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Assignor hereby authorizes and agrees that Agent may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Agent or any other person or entity selected by Agent.

10. **Agent's Right to Sue.** Agent shall have the right, but shall in no way be obligated, to bring suit for the benefit of Agent and Lenders to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Assignor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 10.**

11. **Waivers.** No course of dealing between Assignor and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Loan Agreement or the Reimbursement Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement and Reimbursement Agreement.** All of Agent and Lenders' rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement or the Reimbursement Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may also act under such power of attorney to take the actions referenced in **Section 4.** Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Lender Indebtedness and Guaranteed Obligations shall have been paid in full and the Loan Agreement and the Reimbursement Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Loan Agreement or the Reimbursement Agreement but rather is

intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns.

16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURES ON FOLLOWING PAGE]

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

MAGNATECH INTERNATIONAL, INC.

By: Shea Anderson
Name/Title: Shea Anderson / President

SOVEREIGN BANK

By: _____
Name/Title: _____

STATE OF PA :

COUNTY OF Berks :

SS.

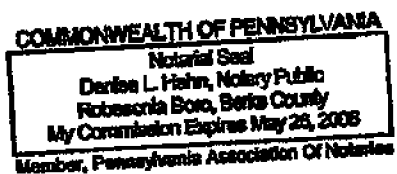
On this, the 22nd day of May, 2008 before me, a Notary Public, personally appeared Shawn Anderson who acknowledged himself/herself to be a President of MAGNATECH INTERNATIONAL, INC., and that he/she as such President, being authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing the name of the corporation by himself/herself as President.

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

Darion L. Hahn

Notary Public

My commission expires:



TRADEMARK

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

MAGNATECH INTERNATIONAL, INC.

By: _____
Name/Title: _____

SOVEREIGN BANK

By: 
Paul S. Phillips, Senior Vice President

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

a. United States Registered Patents Owned by any Member of the Affiliated Group

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Expiration Date</u>
Vertical Rotary Braider	4,729,278	March 8, 1988	May 4, 2007
Strand Supply Carrier and Tensioning Mechanism	4,765,220	August 23, 1988	September 25, 2007
Multi-Strand Bobbin Winding Apparatus	5,058,818	October 22, 1991	February 8, 2010
Rotary Braider Machine	5,775,195	July 7, 1998	January 14, 2017
Electronic Length Control Wire Pay-Off System and Method	6,527,216	March 4, 2003	May 7, 2022

b. Foreign Registered Patents Owned by any Member of the Affiliated Group

<u>Patent</u>	<u>Jurisdiction: Patent No.</u>	<u>Filing Date</u>	<u>Expiration Date</u>
Electronic Length Control Wire Pay-Off System and Method	EPC; 02 76 9363.9	May 7, 2002	May 7, 2022
Multi-Strand Bobbin Winding Apparatus	Japan; 3,098,554	February 8, 1991	February 8, 2011
Multi-Strand Bobbin Winding Apparatus	EPC; 441,366	February 7, 1991	February 7, 2011

Multi-Strand Bobbin Winding Apparatus	Great Britain; 441,366	February 7, 1991	February 7, 2011
Multi-Strand Bobbin Winding Apparatus	Germany; 441,366	February 7, 1991	February 7, 2011
Multi-Strand Bobbin Winding Apparatus	Italy; 441,366	February 7, 1991	February 7, 2011

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EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

a. **Registered Copyrights Owned by any Member of the Affiliated Group**

None.

b. **Unregistered Copyrights**

Each of Magnatech and Magnatech Europe S.r.l. possesses such rights as may exist under the United States copyright laws with respect to all materials created or produced by them of the type afforded protection under the copyright laws of the United States, despite the fact that neither Magnatech or Magnatech Europe, S.r.l. has filed any registration in the United States Library of Congress Copyright Office with respect to any such materials.

EXHIBIT "C"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

Pursuant to the Design & Technology Purchase Agreement between Magnatech International, Inc. and Sid Hart, Magnatech International, Inc. is required to pay to Mr. Hart a royalty payment in the amount of One Thousand Pounds Sterling (£1,000) per module, up to thirty-five (35) modules, on all sales of quick change preform units for wire spiraling hose applications manufactured by Magnatech International, Inc. using technology and know-how purchased from Mr. Hart. Payment on 16.5 modules has been made as of December 31, 2007. 2.5 modules will be paid after shipment on certain machines manufactured for Krauss Maffei, which shipped in February, and Eaton Singapore which shipped in April.

EXHIBIT "D"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

a. United States Registered Marks Owned by any Member of the Affiliated Group

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Status</u>
MAGNATECH	2,474,987	June 30, 1999	registered

b. Foreign Registered Marks Owned by any Member of the Affiliated Group

<u>Mark</u>	<u>Registration No./ Jurisdiction</u>	<u>Filing Date</u>	<u>Status</u>
POWER FORMER	Italy 473903	January 29, 1996	registered
POWER FORMER	Japan 2113694	January 21, 1986	registered
POWER FORMER	Switzerland 344,012	December 23, 1985	registered
POWER FORMER	France 1,335,740	December 19, 1985	registered
RB-2	Italy 473904	March 22, 1996	registered
RB-2	Canada TMA322,918	January 20, 1986	registered
RB-2	France 1,335,739	December 19, 1985	registered
RB-TEX	Germany 398 64 588.4	November 9, 1998	registered
RB-TEX	Italy 00849792	October 27, 1998	registered
RB-TEX	United Kingdom 2178683	October 2, 1998	registered

c. Unregistered Marks

Each of Magnatech and Magnatech Europe S.r.l. has such rights as may exist under the laws of the jurisdiction of its organization or incorporation, as appropriate, with respect to the names "Magnatech International, Inc." and "Magnatech Europe S.r.l.", respectively, but only to the extent that any of such rights arise solely by reason of their respective organization or incorporation under, and use of, such names.

d. Infringement, Challenge or Misappropriation of Marks; Proceedings Regarding Marks

On May 30, 2000 Magnatech International, Inc. commenced a cancellation action, number 92030712, with the United States Patent and Trademark Office naming Cass Strapping Corporation ("CSC") as defendant with respect to the trademark "MAGNATEK" (serial number 74518553, registration number 1897320) registered to CSC. Such cancellation action was dismissed with prejudice and terminated on July 18, 2001.

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