

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Submission is to correct an error in a cover sheet recorded at reel/frame 0916/039. Correction to nature of conveyance from "Assignment" to "Security Agreement." Attached is Recieving Party's letter confirming conveyance was security agr.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Quantronix Corporation		10/01/1992	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Chemical Bank
Street Address:	277 Park Avenue
Internal Address:	13th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1097990	QUANTRONIX
Registration Number:	1192455	EPITHERM

CORRESPONDENCE DATA

Fax Number: (866)658-1045
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-478-7372
 Email: mrizzo@eapdlaw.com
 Correspondent Name: Michael R. Rizzo
 Address Line 1: 1875 Eye Street, N.W.
 Address Line 2: 11th Floor
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	303582-4002
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CH \$65.00 1097990

NAME OF SUBMITTER:	Michael R. Rizzo
Signature:	/Michael R. Rizzo/
Date:	11/25/2008
Total Attachments: 7 source=Evidence#page1.tif source=Evidence#page2.tif source=Evidence#page3.tif source=Evidence#page4.tif source=Evidence#page5.tif source=Evidence#page6.tif source=Evidence#page7.tif	



The Chase Manhattan Bank
270 Park Avenue, 40th Floor
New York, NY 10017-2070
Tel 212-270-2074
Fax 212-270-7481

Cris T. Kako
Vice President and
Assistant General Counsel
Legal Department

August 7, 1998

Howard S. Breslow, Esq.
Breslow & Walker, LLP
767 Third Avenue
New York, New York 10017

Re: Quantronix Corporation, Etc.

Dear Howard:

Reference is made to:

1. The Trademark Assignments, each dated as of October 1, 1992, from Quantronix Corporation and Control Laser Corporation to The Chase Manhattan Bank (then known as Chemical Bank) (the "Bank"), copies of which are attached hereto as Exhibit A;
2. The Patent Security Agreements, each dated as of October 1, 1992, from Quantronix Corporation and Control Laser Corporation to the Bank, copies of which are attached hereto as Exhibit B; and
3. The Pledge Agreement dated as of October 2, 1998 between Quantronix Corporation and the Bank, a copy of which is attached hereto as Exhibit C.

The collateral described in each of the foregoing documents is herein collectively referred to as the "Old Collateral"

The Old Collateral secured indebtedness to the Bank which was repaid several years ago. Accordingly, the Bank hereby confirms that it has no claim or interest (including any lien or security interest) in or to any of the Old Collateral and, to the extent not already done, hereby releases and discharges any such claim or interest (including any lien or security interest) which may exist.

I further confirm that the Bank would be pleased to provide the pledgors (or you on their behalf) with an executed reassignment/release of the foregoing Trademark Assignments and Patent

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

QUANTRONIX CORPORATION

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 1, 1992

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

Name: CHEMICAL BANK

Internal Address: 13th Floor

Street Address: 277 Park Avenue

City: New York State: NY ZIP: 10172

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York banking
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,192,455

1,097,990

Additional numbers attached? Yes No

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

Name: T. Marulli

Internal Address: MOSES & SINGER

40th Floor

Street Address: 1301 Avenue of Americas

City: NY State: NY ZIP: 10019

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):..... \$ 65.00

Enclosed (previously sent)

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.

Theresa Marulli
Name of Person Signing

Theresa Marulli
Signature

12-3-92
Date

Total number of pages comprising cover sheet: 1

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TRADEMARK

TRADEMARK ASSIGNMENT
(AS COLLATERAL)

TRADEMARK ASSIGNMENT (this "Assignment") made as of the 1st day of October, 1992 by QUANTRONIX CORPORATION, a Delaware corporation with its principal place of business and chief executive office located at 49 Wireless Boulevard, Smithtown, New York 11787 (the "Assignor"), to and in favor of CHEMICAL BANK, a New York banking corporation with a place of business located at 277 Park Avenue, 13th Floor, New York, New York 10172 (the "Assignee").

R E C I T A L S:

A. The Assignor and the Assignee are parties to that certain Amended and Restated Security Agreement (as amended or otherwise modified from time to time, the "Security Agreement") of even date herewith whereby the Assignor has agreed to secure the "Obligations" therein defined on the terms and conditions set forth therein. All capitalized terms used herein without definition shall have the meanings provided therein in the Security Agreement.

B. The Assignor is using the trademarks and service marks ("Marks") listed on Schedule I attached hereto, which Marks are duly registered in the United States Patent and Trademark Office or are the subject of pending application for registration in said office, as indicated on Schedule I.

C. The Assignor has concurrently herewith granted the Assignee pursuant to the Security Agreement a lien on and a security interest in the Marks, the good will of the business symbolized by the Marks and the registrations thereof on the terms and conditions set forth in the Security Agreement.

NOW, THEREFORE, for One Dollar (\$1.00) in hand paid to the Assignor and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, on the terms and conditions contained in the Security Agreement, and as additional security for the Obligations, the Assignor hereby assigns, conveys and transfers unto the Assignee as collateral, and grants to Assignee a lien on and a security interest in, all of the Assignor's right, title and interest in, to and under the Marks, together with the goodwill of the business symbolized by the Marks, and the registrations thereof, or applications

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for registrations thereof, as indicated on Schedule I, as well as all rights to damages or profits due or accrued or arising out of past or future profits due or accrued or arising out of past or future infringement of the Marks or injury to said goodwill, together with the rights to sue for and recover the same in the name of the Assignor or otherwise and all of the rights of the Assignor as licensor of the Marks under any present or future agreements and all proceeds thereof (collectively, the "Collateral"), subject only to Permitted Licenses; provided, however, that until the occurrence and during the continuance of an Event of Default as defined in the Amended and Restructured Loan Agreement of even date herewith to which the Assignor and Assignee are parties (the "Loan Agreement"), the Assignor may continue to use the Marks in its business, and all goodwill symbolized by the Marks shall accrue to Assignor, as if it had not made this Assignment. The rights and remedies of Assignee upon the occurrence and during the continuance of any such Event of Default with respect to the assignment and security interest granted herein are more fully set forth in the Loan Agreement and in the Security Agreement. The provisions of the Loan Agreement and the Security Agreement are hereby incorporated herein by reference.

The security interest granted herein shall terminate when all of the Obligations shall have been fully and indefeasibly paid.

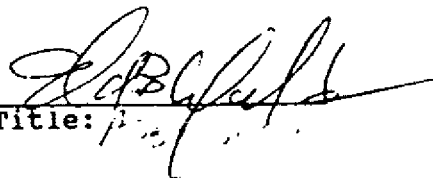
Because of the unique nature of the Marks and in order to preserve their value, the Assignor agrees that its agreements, duties and obligations hereunder shall be subject to specific enforcement and other appropriate equitable orders and remedies.

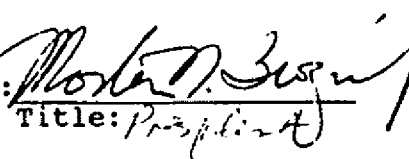
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered by its officers thereunto duly authorized, as of the date first above written.

[SEAL]

ATTEST:

QUANTRONIX CORPORATION

By: 
Title: President

By: 
Title: President

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 1st day of October, 1992 before me personally came Morton D. Dziuzinski and Edward B. Kusinick to me known, who, being by me duly sworn, did depose and say that they reside, respectively, at 75 H. Kurylo Drive, Forest Hills, N.Y. 11374 and 3 Hampden St., Palisades and that they are, respectively, the President and Asst. Secy of the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that they signed their names thereby by like order.

[NOTARIAL SEAL]

Theresa K. Finnegan
Notary Public

THERESA K. FINNEGAN
NOTARY PUBLIC State of New York
No. 414315012
Qualified in Queens County
Commission Expires December 31, 1993

TRADEMARK

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Schedule I to Trademark Assignment: dated
October 1, 1992 made by
Assignor in favor of Chemical Bank

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
QUANTRONIX	1,097,990	8/1/76
EPITHERM	1,192,455	3/23/82

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TRADEMARK

RECORDED
PATENT AND TRADEMARK

10 1992

Howard S. Breslow, Esq.

August 7, 1998

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Security Agreements for filing at the Patent and Trademark Office and, further, would be pleased to return the stock certificates evidencing the pledged stock collateral described in the foregoing Pledge Agreement if we discover that they are still in the Bank's possession.

Very truly yours,

