

Form PTO-1594 (Rev. 12/08)  
OMB Collection 0651-0027 (exp. 01/31/2009)U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> MCT Worldwide, LLC Correction of cover sheet - Document ID No.: 900146134  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other Limited Liability Company Citizenship (see guidelines) <u>Delaware</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No  Name: <u>LV Administrative Services, Inc.</u> Internal Address: <u>10<sup>th</sup> Floor</u> Street Address: <u>335 Madison Avenue</u> City: <u>New York</u> State: <u>New York</u> Country: <u>UNITED STATES</u> Zip: <u>10017</u> <input type="checkbox"/> Association    Citizenship _____ <input type="checkbox"/> General Partnership    Citizenship _____ <input type="checkbox"/> Limited Partnership    Citizenship _____ <input checked="" type="checkbox"/> Corporation    Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____    Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance / Execution Date(s) :</b> Execution Date(s) <u>10/16/2009</u>  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Grant of Security Interest in Patents and <input checked="" type="checkbox"/> Other: <u>Trademarks</u>		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>2655429 TAPESTRY                      1514458 MCT 3120</u> <u>2703499 SMARTTRAK                      1118129 MCT</u> <u>2705844 SMARTMARK</u> <u>2705843 SMARTSORT</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b>  			
<b>5. Name &amp; address of party to whom correspondence concerning document should be faxed:</b> Name: <u>Scott J. Giordano</u> Internal Address: <u>Loeb &amp; Loeb LLP</u>  Street Address: <u>345 Park Avenue</u>  City: <u>New York</u> State: <u>New York</u> Zip: <u>10154</u> Phone Number: <u>312/464-3135</u> Fax Number: <u>312/896-5678</u> Email Address: <u>msmolucka@loeb.com</u>		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">6</span>	
Street Address: _____ City: _____ State: _____                      Zip: _____ Phone Number: _____ Fax Number: _____ Email Address: _____		<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>165.00</u>  <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
<b>9. Signature:</b> <u>Mary Ann Smolucka</u> Signature Mary Ann Smolucka Name of Person Signing		<b>8. Payment Information</b>  b. Deposit Account Number <u>502876</u> Authorized User Name <u>Mary Ann Smolucka</u>  Date <u>10/27/2009</u> Date	
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">14</span>			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

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www.USCourtForms.com**TRADEMARK**

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: SCOTT J. GIORDANO/LOEB & LOEB LLP COMPANY: 345 PARK AVENUE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**10/26/2009**  
**900146134**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents and Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MCT Worldwide, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	LV Administrative Services, Inc.
Street Address:	335 Madison Avenue
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2655429	TAPESTRY
Registration Number:	2703499	SMARTTRAK
Registration Number:	2705844	SMARTMARK
Registration Number:	2705843	SMARTSORT
Registration Number:	1514458	MCT 3120
Registration Number:	1118129	MCT

**CORRESPONDENCE DATA**

Fax Number: (312)896-5678  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3124643135  
 Email: msmolucka@loeb.com  
 Correspondent Name: Scott J. Giordano/Loeb & Loeb LLP  
 Address Line 1: 345 Park Avenue  
 Address Line 4: New York, NEW YORK 10154

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ATTORNEY DOCKET NUMBER:	203891-10167
NAME OF SUBMITTER:	Mary Ann Smolucka
Signature:	/s/ Mary Ann Smolucka
Date:	10/26/2009
<b>Total Attachments: 11</b> source=Grant of Security Interest#page1.tif source=Grant of Security Interest#page2.tif source=Grant of Security Interest#page3.tif source=Grant of Security Interest#page4.tif source=Grant of Security Interest#page5.tif source=Grant of Security Interest#page6.tif source=Grant of Security Interest#page7.tif source=Grant of Security Interest#page8.tif source=Grant of Security Interest#page9.tif source=Grant of Security Interest#page10.tif source=Grant of Security Interest#page11.tif	

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**GRANT OF SECURITY INTEREST  
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of October 16, 2009, is executed by MCT Worldwide, LLC, a Delaware limited liability company (the "Grantor"), in favor of LV Administrative Services, Inc., as agent for the ratable benefit of the Creditor Parties (as defined in the Master Security Agreement referred to below) (the "Secured Party").

A. WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "Purchase Agreement") by and among the Company, the Purchasers party thereto (the "Purchasers") from time to time and the Secured Party, the Purchasers have agreed to provide financial accommodations to the Company;

B. WHEREAS, pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor has granted a security interest to the Secured Party in consideration of the Purchasers to provide financial accommodations to Grantor.

C. WHEREAS, the Grantor (1) has adopted, used and is using the trademarks reflected in the expired trademark registrations and trademark applications previously filed in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) had previously registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

D. WHEREAS, the Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

Grant

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2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in the United States, as well as any and all countries otherwise allowed or permitted. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.

3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

5. This Grant may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. It is understood and agreed that if facsimile copies of this Grant bearing facsimile signatures are exchanged between the parties hereto, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

MCT WORLDWIDE, LLC

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGED:**

**LV ADMINISTRATIVE SERVICES, INC.**

By:   
Name: Patrick Regan  
Title: Authorized Signatory

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IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

MCT WORLDWIDE, LLC

By: Bruce Fisher  
Name: Bruce Fisher  
Title: CEO

**ACKNOWLEDGED:**

**LV ADMINISTRATIVE SERVICES, INC.**

By: \_\_\_\_\_  
Name: Patrick Regan  
Title: Authorized Signatory

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**SCHEDULE 1 TO GRANT OF SECURITY INTEREST****REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>	<u>Status</u>
Tapestry	2,655,429	12/03/2002	USA	Expired
SmartTrak	2,703,499	04/08/2003	USA	Expired
SmartMark	2,705,844	04/15/2003	USA	Expired
SmartSort	2,705,843	04/15/2003	USA	Expired
MCT 3120	1,514,458	11/29/1988	USA	Expired
MCT	1,118,129	05/15/1979	USA	Expired

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**SCHEDULE 2 TO GRANT OF SECURITY INTEREST****PATENTS AND PATENT APPLICATIONS**

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>	<u>Status</u>
Semiconductor Thermal Conditioning Apparatus and Method	08/972,312 U.S. Pat. No. 5,966,940	11/18/1997 10/19/1999	US	Unknown
Method and Apparatus for Sorting Semiconductor Devices	09/566,458 U.S. Pat. No. 6,521,853	05/08/2000 02/18/2003	US	Unknown
Method and Apparatus for Sorting Semiconductor Devices	10/308,245	12/02/2002	US	Abandoned during prosecution
Method and Apparatus for Sorting Semiconductor Devices	[US01/14741] WO 2001/186703		PCT	Inactive
Single Apparatus and Method for Manufacturing Semiconductors	60/270,073	2/20/2001	US	expired
Single Apparatus and Method for Manufacturing Semiconductors	10/081,919	2/20/2002	US	Abandoned during prosecution
Single Apparatus and Method for Manufacturing Semiconductors	[US02/05335] WO 2002/67300	2/20/2002	PCT	Inactive
Vibratory Feeder mechanism for Device Transport	09/547,307	4/11/2000	US,	Abandoned during prosecution
Vibratory Feeder mechanism for Device Transport	10/076,061	2/13/2002	US	Abandoned during pre-examination
Method and Apparatus for Part Detection by Choked Flow	09/506,476	2/17/2000	US	Abandoned during pre-examination

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Apparatus and Method for Automatically Calibrating for Temperature and Input Tray on an Integrated Circuit Handler	07/702,945 U.S. Pat. No. 5,287,294	05/20/1991 02/15/1994	US	Expired for non-payment
AC Parametric Circuit Having Adjustable Delay Lock Hoop	06/526,551 4,527,126	08/26/1983 07/02/1985	US	Expired
Transmission Line Connector and Contact Set Assembly for Test Site	06/270,709 U.S. Pat. No. 4,574,235	06/05/1981 03/04/1986	US	Expired
Apparatus for Determining the Alignment of Leads on a Body	06/592,759 U.S. Pat. No. 4,553,843	03/26/1984 11/19/1985	US	Expired
Integrated Circuit Handler Heating and Singulation Apparatus	06/688,027 U.S. Pat. No. 4,579,527	12/31/1984 04/01/1986	US	Expired
Integrated Circuit Device Shuttle Construction	60227080	10/14/1985	Japan	Abandoned
Shuttle Actuated Singulation Apparatus	JP 62-83105 JP patent 63-022426	04/06/1987 1/29/1988	Japan	Abandoned
Shuttle Actuated Singulation Apparatus	06/849,200	04/07/1986	US	Abandoned during prosecution
Shuttle Actuated Singulation Apparatus	07/051,257 U.S. Pat. No. 4,813,573	05/13/1987 03/21/1989	US	Expired for non-payment
Decoupling Apparatus for Use with Integrated Circuit Tester	06/732,968	5/13/1985	US	Abandoned during prosecution
Decoupling Apparatus for Use with Integrated Circuit Tester	07/041,683	04/23/1987	US	Abandoned during prosecution
Decoupling Apparatus for Use with Integrated Circuit Tester	07/145,668 U.S. Pat. No. 4,835,464	01/14/1988 05/30/1989	US	Expired for non-payment

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Drop Shuttle	06/772,361 U.S. Pat. No. 4,714,150	09/04/1985 12/22/1987	US	Expired for non- payment
Test Site Employing Sensing Apparatus	JP 61-212544 JP patent 62- 115839	09/09/1986 5/27/1987	Japan	Abandoned
Centering Mechanism	06/937,838	12/04/1986	US	Abandoned during prosecution
Centering Mechanism	07/178,842 U.S. Pat. No. 4,866,824	04/06/1988 09/19/1989	US	Expired for non- payment
Impedance Matching Block	JP 62-95485 JP patent 63- 012974	04/20/1987 1/20/1988	Japan	Abandoned
Precision Alignment Device	JP 63-304309 JP patent 1- 288511	12/2/1988 11/20/1989	Japan	Expired
Precision Alignment Device	07/127,444 U.S. Pat. No. 4,867,296	12/02/1987 09/19/1989	US	Expired for non- payment
Non-Contact High Resolution Displacement Measurement Technique	07/041,873 U.S. Pat. No. 4,827,436	04/22/1987 05/02/1989	US	Expired for non- payment
Contractor for Testing Integrated Circuit chips Mounted in Molded Carrier Rings	07/703,604 U.S. Pat. No. 5,177,436	05/21/1991 01/05/1993	US	Expired for non- payment
Automatic Semiconductor Part Handler	971909903	07/16/1997	China	Abandoned
Automatic Semiconductor Part Handler	DE19780745.3	07/16/1997	Germany	Expired for non- payment
Automatic Semiconductor Part Handler	JP 10-508905 JP patent 2005- 13101	07/16/1997 10/03/2000	Japan	Abandoned
Automatic Semiconductor	KR702118/98	07/16/1997	Korea	Abandoned

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Part Handler				
Automatic Semiconductor Part Handler	86110560 TA patent NI102192	07/24/1997 04/11/1999	Taiwan	Expired
Automatic Semiconductor Part Handler	08/678,426 U.S. Pat. No. 6,112,905	07/31/1996 09/05/2000	US	Unknown
Automatic Semiconductor Part Handler	09/535,869 U.S. Pat. No. 6,234,321	03/27/2000 05/22/2001	US	Expired for non- payment
Automatic Semiconductor Part Handler	[US97/12711] WO98/05059	07/16/1997 2/5/1998	PCT	Inactive
Contact Set For Test Apparatus for Testing Integrated Circuit Package	06/679,911 U.S. Pat. No. 4,686,468	12/10/1984 08/11/1987	US	Expired

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: SCOTT J. GIORDANO/LOEB & LOEB LLP COMPANY: 345 PARK AVENUE

STATE OF Minnesota )  
 ) ss.:  
COUNTY OF Dakota )

On this 16 day of October, 2009, before me personally came Bruce  
Ficks who, being by me duly sworn, did state as follows: that [s]he is  
CFO of MCT Worldwide, LLC that [s]he is authorized to execute the foregoing  
Grant on behalf of said corporation and that [s]he did so by authority of the Board of Managers  
of said company.



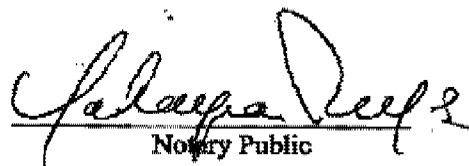
Natalie Jeanne Sieve  
Notary Public

Grant

: SCOTT J. GIORDANO/LOEB & LOEB LLP COMPANY: 345 PARK AVENUE

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

On this 16<sup>th</sup> day of October, 2009, before me personally came \_\_\_\_\_  
Peter Regan who, being by me duly sworn, did state as follows: that [s]he is an  
authorized signatory of LV Administrative Services, Inc., that he is authorized to execute the  
foregoing Grant on behalf of said corporation and that he did so by authority of the Board of  
Directors of said corporation.

  
Notary Public

YAHAYRA REYES  
Notary Public, State of New York  
No. 01RE008711  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires Jan. 14, 2010

Grant