

05-28-2002



Docket No.:

014951/0249

Tab settings

102103953

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

1. Name of conveying party(ies):

MAXIMA TECHNOLOGIES, INC.

5-10-02

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: **NOVEMBER 21, 2000**

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

Name: **ABLECO FINANCE LLC, As Collateral Agent**

Internal Address: _____

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **DELAWARE LIMITED LIABILITY CO.**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

1,791,381	1,926,746	944,630
1,807,173	1,304,789	944,637
1,938,186	2,237,211	

Additional numbers Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41): \$ **215.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL - 500675

05/24/2002 6TOM11 00000116 500675 1791381

01 FC:481 40.00 CH
02 FC:482 175.00 CH

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.

PAUL A. JUERGENSEN
Name of Person Signing

Signature

MAY 9, 2002

Date

Total number of pages including cover sheet, attachments, and **4**

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, MAXIMA TECHNOLOGIES, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated as of November __, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as collateral agent for certain lenders (the "Assignee");

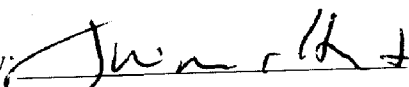
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of such lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2000.

MAXIMA TECHNOLOGIES, INC.

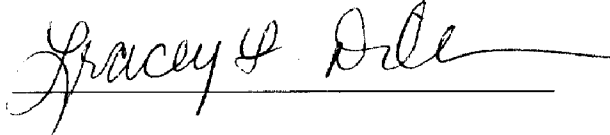
By: 
Name:
Title:

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this ____ day of November, 2000, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the _____ of _____, a _____ corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



TRACEY F. DILLON
Notary Public, State of New York
No. 01DI5036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2002

SCHEDULE 1A
TRADEMARKS
AND
TRADEMARK LICENSES

Maxima Technologies, Inc.

DATCON ® (No. 1,791,381 – US)
“D” Design Datcon Logo® (No. 1,807,173 – US)
DATCON® (No. 1,726,375 – Spain)
ILLUMASEAL® (No. 1,938,186 – US)
SMART INSTRUMENT® (No. 1,926,746 – US)
“D” Design Datcon Logo® (No. 92,434,569 – France)
DATCON® (No. 1,513,282 – UK)
DATCON® (No. 2,074,121 – Germany)
DATCON® (No. 636,279 – Italy)
SENTRY& Logo® (No. 1,304,789 – US)
Intellisensor® (No. 2,237,211-US)
DATCON ® (No. 944,630 – US)
D & Design ® (No. 944,637 – US)
Dat-Link™
Magna-Torque™
Prismatic Illumination System™