

05-08-1998

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

<p>1. Name of conveying party(ies):</p> <p>BTM Capital Corporation, f/k/a BOT Financial Corporation</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: PNC Bank, National Association</p> <p>Internal Address: _____</p> <p>Street Address: Two Tower Center, 8th Floor</p> <p>City: East Brunswick State: NJ ZIP: 08816</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other: _____</p> <p>Execution Date: April 15, 1998</p>	

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

If this document is being filed together with any application, the execution date of the application is: _____

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s)</p> <p>D255,684; D260,389; D260,763; D260,764; D263,584; D218,830; D223,161; 3,406,957; D261,768; 5,291,559; 4,884,655; D304,586; D326,265; 4,281,224</p>
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Additional numbers attached? Yes No




<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Chris Wilson</p> <p>Internal Address: _____</p> <p>Street Address: Arnold & Porter</p> <p>555 Twelfth Street N.W.</p> <p>City: Washington State: DC ZIP: 20004-1202</p>	<p>6. Total number of applications and patents involved: 14</p> <p>7. Total fee (37 CFR 3.41).....\$ 560.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:</p> <p>01-2510</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Susan E. Hendrickson, Esq.  **April 28, 1998**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT AND ACCEPTANCE

Reference is made to the Patent Collateral Assignment Security Agreement (the "Collateral Assignment") made as of July 30, 1996, by and between Altac Lansing Technologies, Inc., f/k/a Sparkomatic Corporation, and BTM Capital Corporation, f/k/a BOT Financial Corporation, a Delaware corporation (the "Assignor") and recorded in the U.S. Patent and Trademark Office at Reel 7147 frame 717-732. Capitalized terms used by not defined herein shall have the meanings assigned to such terms in the Collateral Assignment.

The Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and PNC Bank, National Association, a national banking association (the "Assignee") hereby agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases from the Assignor and assumes, all of the Assignor's rights and obligations under the Collateral Assignment as of the Effective Date (as defined below) including all right, title and interest in and to the Patents and other Collateral (including the patents and applications listed on Exhibit A) acquired under the Collateral Assignment.

2. The Assignee and Assignor agree that the liability of each of them under this Assignment and Acceptance and any other agreement, document, certificate or instrument delivered by either, or under any law applicable to the Collateral Assignment or the assignment thereof, shall be limited as provided in Article IX of the Purchase Agreement entered into as of March 17, 1998, between Assignor and Assignee.


3. The effective date of this Assignment and Acceptance shall be April 15, 1998 (the "Effective Date").

4. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.


5. This Assignment and Acceptance may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Acceptance to be executed and delivered as of the date first above written.

BTM CAPITAL CORPORATION,
Assignor

By: 
Name: _____
Title: Michael W. Lieber
Executive Vice President

PNC BANK, NATIONAL ASSOCIATION,
Assignee

By: 
Name: _____
Title: LASZLO HAJDU NEMETH
SENIOR VICE PRESIDENT

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

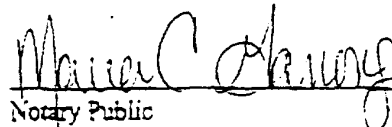
On this 14th day of April, 1998, before me personally appeared Michael W. Lieber, to me known, who, being by me duly sworn, declared that he is the Executive Vice President of BTM Capital Corporation, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.


Notary Public

My commission expires: 7/20/2001

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

On this 14 day of April, 1998, before me personally appeared LASZLO HAJDU-NEMETH, to me known, who, being by me duly sworn, declared that he is a SENIOR VICE PRESIDENT of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.


Notary Public

My commission expires: 02/08/03

PATENTS AND APPLICATIONS

<u>PATENT NO.</u>	<u>PATENT TITLE</u>	<u>DATE OF ISSUE</u>
DES 255,684	Response Tracer Amplifier Unit Having Graphic Amplifier Response Display for Stereo Sound Systems and the Like	07/01/80
DES 260,389	Control Unit for a Combined Automobile Cartridge Player and Radio	08/25/81
DES 260,765	Control Unit for a Combined Automobile Cassette Player and Radio	09/15/81
DES 260,764	Control Unit for a Combined Automobile Cassette Player and Radio	09/15/81
DES 263,534	Control Unit for a Combined Automobile Cassette Player and Radio	03/30/82
DES 218,830	Speaker Grill	09/29/70
DES 223,161	Multiple Stereo Speaker Unit for Automobile Use	03/21/72
3,406,957	Spring Control Means for Rear Drive Automobile Axles	10/22/68
DES 251,753	Antenna Base	11/10/81
5,291,559	Computer Speaker	05/01/94

4,884,655	Tower Type Speaker Cabinet with Pivoted Plural Speaker Subassembly	12/05/89
D 304,586	Loudspeaker	11/14/89
D 326,265	Equalizer for Automobile Audio Systems or the Like	05/19/92
4,281,224	Grille Covered Speaker Assembly Construction for Compact Automobiles and the Like	07/28/81