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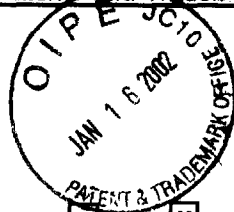
To the Honorable Commissioner of Patents

101957323

attached original documents or copy thereof.

1. Name of conveying party(ies):

Norman P. Trahan
Brian Keough
Gary Aruda



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

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

Name: GBN Technologies, Inc.

Internal Address: _____

Street Address: 1155 Park Avenue

P.O. Box 10171

City: Cranston State: RI ZIP: 01920

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

3. Nature of conveyance:

1-16-02

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

Execution Date: November 6, 2001

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

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

A. Patent Application No. (s)

09/917,225

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name: Karen A. Buchanan

Internal Address: Bromberg & Sunstein LLP

01/22/2002 BARBARA: 00000318 09917225

01 FC:581 40.00 DP

Street Address: 125 Summer Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- 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.

Karen A. Buchanan
Name of Person Signing

Karen A. Buchanan
Signature

November 9, 2001
Date

Total number of pages including cover sheet, attachments, and document: 16

ASSIGNMENT

ASSIGNOR: Norman P. Trahan
Brian Keough
Gary Aruda

ASSIGNEE: GBN Technologies, Inc.
1155 Park Avenue
P.O. Box 10171
Cranston, RI 02910

STATE OF INCORPORATION OF ASSIGNEE: Rhode Island

INVENTION: Composition and Method for Electrodes
Plating of Non-Conductive Substrates

ATTORNEY DOCKET: 2478/101

SERIAL NO: 09/917,225

FILED: July 27, 2001

Assignor is the sole inventor (if only one inventor is listed above) or a joint inventor (if more than one inventor is listed above) of the above invention (the "Invention") described in a United States patent application (the "Application") bearing the above attorney docket number and having as a title the above name for the Invention. The Application has a Patent and Trademark Office filing date and serial number as indicated above, or if no filing date and serial number are shown, has a Declaration executed by Assignor contemporaneously with this Assignment.

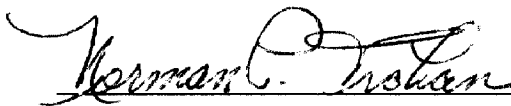
For valuable consideration, receipt of which is acknowledged, each Assignor hereby assigns to Assignee (which term shall include Assignee's successors and assigns), all of Assignor's right, title and interest in the Invention, all improvements therein, the Application and all priority rights arising therefrom, and any patents, and any reissues and extensions thereof, which issue in any country upon any patent applications which correspond with any of the following: the Application, any divisional, continuation-in-whole, or substitute United States application which is

based on the Application; or any continuation-in-part United States application (including divisions, continuations-in-whole or -in-part, and substitutions thereof or therefor) based in-part on any of the above described applications.

Each Assignor further agrees that such Assignor and Assignor's heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignor relating to the Invention, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee. Each Assignor further agrees that such Assignor will, without further compensation to Assignor during the term of such Assignor's employment by Assignee and thereafter for reasonable compensation as determined by Assignee, perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents for the Invention and improvements therein in any and all countries and to vest title thereto in Assignee.

IN WITNESS WHEREOF, each Assignor hereby executes this instrument on the date set forth below.


Date: 10/29/01


Norman P. Trahan, Assignor

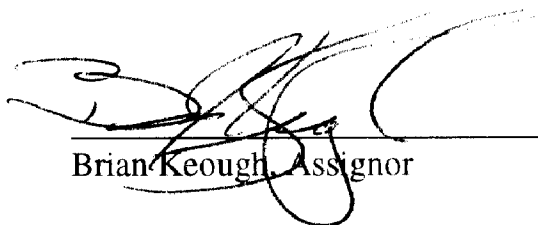
STATE OF RHODE ISLAND)
) ss.
COUNTY OF)

Before me, a notary public in and for said county and state, personally appeared Norman P. Trahan, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

(seal)


Notary Public
My Commission Expires: 9-10-2005

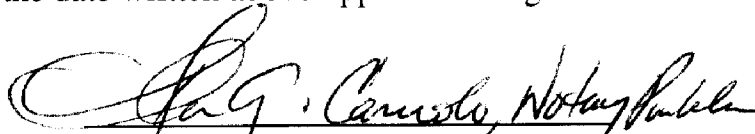
Date: 10/29/01


Brian Keough, Assignor

STATE OF RHODE ISLAND)
) ss.
COUNTY OF)

Before me, a notary public in and for said county and state, personally appeared Brian Keough, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

(seal)


Notary Public
My Commission Expires: 9-10-2005

Date: _____

Gary Aruda, Assignor

STATE OF RHODE ISLAND)

) ss.

COUNTY OF)

Before me, a notary public in and for said county and state, personally appeared Gary Aruda, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

(seal)

Notary Public
My Commission Expires:

Date: 11/6/01

T M Lederberg
Tobias M. Lederberg, Esquire,
Court-Appointed Fiduciary for Gary Aruda*

STATE OF RHODE ISLAND)

) ss.

COUNTY OF Providence)

Before me, a notary public in and for said county and state, personally appeared Tobias M. Lederberg, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the foregoing instrument in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

(seal)

Susan Marie Cook
Notary Public
My Commission Expires: **Susan Marie Cook
Notary Public
State Of Rhode Island
Commission Expires: 10/5/04**

* per the May 22, 2000 Order of the Superior Court of the State of Rhode Island (attached).



PROVIDENCE, SC.

STATE OF RHODE ISLAND

SUPERIOR COURT

GBN Technologies, Inc.

vs.

C.A. No.: 00-1211

Gary Aruda, alias, a/k/a Gary Arruda

The above-entitled matter came on to be heard before Silverstein, J. on the 18th day of May, 2000, on this Honorable Court's Order that the Defendant appear and show cause why a fiduciary should not be appointed to perform all acts which this Honorable Court has ordered the Defendant to perform in its Order of May 3, 2000, (a copy of which is attached hereto as Exhibit 1) and after the Defendant failed to appear and show cause per said Order and after hearing was conducted by this Honorable Court per said Order, and in consideration thereof, it is hereby:

ORDERED, ADJUDGED and DECREED

1. Based on a facsimile transmission received by the court dated May 17, 2000, the court finds that the defendant has been duly served with notice of all pleadings and notices in this matter and has received notice of the within Show Cause Hearing.
2. Tobias M. Lederberg, Esquire is appointed as Fiduciary for the Defendant, Gary Aruda, a/k/a Gary Arruda, to perform all acts which this Honorable Court ordered the Defendant to perform in its Order of May 3, 2000, specifically:

- a. Assign the Defendant's one-third (1/3) share of the right, title and interest to the technology for the auto-catalytic and conductive coating process (*hereinafter also known as "Process"*) to Plaintiff, GBN Technologies, Inc.
- b. Specifically perform the Defendant's obligation under the Incorporation Agreement, referred to in Plaintiff's Amended Complaint, to assign to GBN Technologies, Inc. his share of the right, title and interest in all consumer, commercial and industrial products, techniques and technology which he was developing at the time said Incorporation Agreement was entered into and which he would develop thereafter individually or with Norman Trahan and/or Brian Keough, by assigning to GBN Technologies, Inc., his one-third (1/3) share of the right, title and interest to the technology for said Process.
- c. Assign all of the Defendant's right, title and interest in U.S. Patent Application, Serial No. 09/124,607, to GBN Technologies, Inc.
- d. Execute an Assignment, prepared on behalf of and for GBN Technologies, Inc., assigning all of the right, title and interest in U.S. Patent Application, Serial No. 09/124,607, to GBN Technologies, Inc., said Assignment to be filed and recorded in the United States Patent and Trademark Office.
- e. Comply with all applicable laws, rules, regulations and any other requirements which may be necessary to effectuate said Assignment.
- f. Specifically perform the Defendant's obligation under said Incorporation Agreement to assign to GBN Technologies, Inc., his share of the right, title and interest in all patent applications which he was filing at the time said Incorporation Agreement was being entered into and which he would subsequently file, to protect all consumer,

commercial and industrial products, techniques and technology which he was then developing or would thereafter develop, individually or with Norman Trahan and/or Brian Keough.

- g. Specifically perform the Defendant's obligation under said Incorporation Agreement to assign to GBN Technologies, Inc., his share of the right, title and interest in all patent applications which he was filing at the time said Incorporation Agreement was being entered into and which he would subsequently file, to protect all consumer, commercial and industrial products, techniques and technology which he was then developing or would thereafter develop, individually or with Norman Trahan and/or Brian Keough, by assigning to GBN Technologies, Inc., his share in the right, title and interest in said patent applications.
- h. Assign all of the Defendant's right, title and interest to the "EMI/RFI Shielding Effective Coating Formula" and the "new decorative plating base coat and bright copper plating bath formula" (*hereinafter also known as the "Copper Plating Bath Formula"*) and to all other chemical processes the Defendant has developed which are derivative of said Process, to GBN Technologies, Inc.
- i. Specifically perform the Defendant's obligation under said Incorporation Agreement to assign to GBN Technologies, Inc., his share of the right, title and interest in all consumer, commercial and industrial products, techniques and technology which he was developing at the time said Incorporation Agreement was entered into and which he would develop thereafter, individually or with Norman Trahan and/or Brian Keough, by assigning same to GBN Technologies, Inc.

3. Said Fiduciary shall also file with this Court no later than sixty (60) days from the date of the hearing on the within matter, i.e., no later than July 17, 2000, the following:
 - a. A report stating all efforts and acts performed in the fulfillment of his duties herein; and,
 - b. A bill for services rendered, at the rate of One Hundred Fifty (\$150) Dollars per hour, for review by this Court.
4. Said Fiduciary acknowledges notice of and shall abide by the Protective Order of this Honorable Court of March 8, 2000 which is a permanent Order of this Honorable Court.
5. Said Fiduciary shall not disclose Confidential Information referred to in Plaintiff's Amended Complaint, to any person, persons, legal entity or any other party other than the principals of GBN Technologies, Inc., pursuant to said Order.
6. Defendant shall indemnify and hold harmless the Plaintiff for all fees and costs incurred by the Fiduciary, approved by this Court and paid for by the Plaintiff.

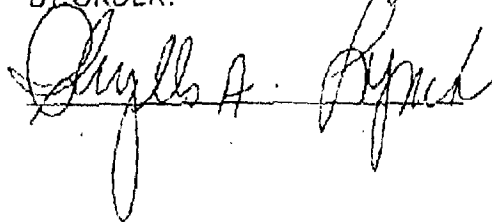
ENTER as an Order of this Honorable Court on this 23 day of May 2000.

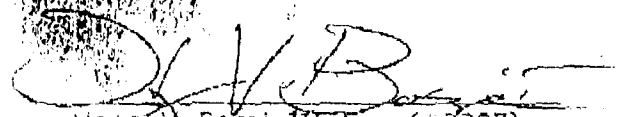
ENTER:



Silverstein
Presented by: 5/24/00

BY ORDER:





Henry W. Boezi, III, Esq. (#3207)
1000 Smith Street
Providence, RI 02908
401.861.8080

Dated: May 22, 2000

SUPERIOR COURT
FILED
MAY 22 2000

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