

04-17-2002



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Zecal Technology, LLC H. 8102 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Laserage Technology Corporation Internal Address:

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: February 26, 2002

Street Address: 3201 N. Delany Road City: Waukegan State: IL Zip: 60087-1828 Additional name(s) & address(es) attached? Yes [X] No

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) PCT/US98/21533 09/200,692

B. Patent No.(s) 5,716,713 5,100,714 6,033,764 5,608,617 5,058,799 6,122,186 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elayna T. Pham Internal Address: Street Address: McBride Baker & Coles 500 West Madison St., 40th Fl. Chicago State: IL Zip: 60661-2511

6. Total number of applications and patents involved: 8 7. Total fee (37 CFR 3.41).....\$ 320.00 [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: 13-0045 (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. Elayna T. Pham Signature March 26, 2002 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

04/17/2002 AAHMED1 00000026 PCT/US98/21533 01 FD:581 320.00 DP

PATENT REEL: 012775 FRAME: 0886

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is entered into this 26th day of February, 2002, by and between ZECAL TECHNOLOGY, LLC, a Delaware corporation located at 456 N. Sanford Road, Churchville, New York (the "Assignor") and LASERAGE TECHNOLOGY CORPORATION, a Delaware corporation located at 3021 N. Delany Road, Waukegan, Illinois 60087-1828 (the "Assignee").

RECITALS:

A. Assignor is the owner of all right, title, and interest in (i) certain trade secrets, patents, copyrights, and other intellectual property used in conjunction with Assignor's business and (ii) all trade names, domain names, trademarks, and service marks utilized in connection with Assignor's products, services and business, and the goodwill appurtenant thereto and symbolized thereby (as more fully defined in Sections 1 and 2 of this Agreement, collectively, the "Subject Assets").

B. On the date hereof, Assignee has purchased from Assignor, and Assignor has sold to Assignee, the Subject Assets.

C. It is a condition of the foregoing purchase and sale that Assignor execute and deliver this Agreement to Assignee to evidence Assignee's ownership of the Subject Assets.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by Assignor, Assignor hereby agrees as follows:

1. Intellectual Property. Assignor hereby assigns and transfers to Assignee all right, title, and interest in and to the following Subject Assets, free of any liens, claims and encumbrances:

(a) All patents and applications for patents, worldwide, existing as of the date of this Agreement owned by Assignor, including those identified in **Exhibit 1** hereto (collectively, the “**Patents**” and the “**Patent Applications**,” respectively);

(b) All inventions disclosed and/or claimed in all of the Patents and the Patent Applications, worldwide, existing as of the date of this Agreement owned by Assignor and all other inventions owned by Assignor existing as of the date of this Agreement in any way used in connection with or in any way related to the field of use to which the Patents or the Patent Applications pertain (collectively, the “**Inventions**”);

(c) All rights to file patent applications, priority rights, and patents that may in the future be granted on any of the Inventions or Patent Applications, worldwide, owned by Assignor existing as of the date of this Agreement;

(d) All copyrights, copyright registrations, and applications to register copyrights in all works of authorship in any way used in connection with or in any way related to the commercial exploitation of the Subject Assets, published or unpublished, existing as of the date of this Agreement and owned by Assignor, including all manuals, quality control records, books, and drawings created by or on behalf of Assignor (collectively, the “**Copyrights**”);

(e) All renewals, reissues, continuations, extensions, or the like of any Patents or Copyrights; and

(f) All trade secrets, information, data, designs, engineering drawings, customer lists, vendor lists, dealer lists, know-how, methods, processes, drawings, specifications, descriptions, test data, formulations, and all other intangible assets of a confidential or proprietary nature which either (x) uniquely reflect the goodwill of the

business of Assignor or (y) are in any way used in connection with or in any way related to the commercial exploitation of the Subject Assets (collectively, the “**Proprietary Information**”).

2. Trademarks and Service Marks. Assignor hereby assigns and transfers to Assignee all right, title, and interest in an to any and all registered and unregistered trademarks, service marks, and trade names owned by Assignor, along with all trademark and service mark registrations and registration applications worldwide owned by Assignor, a listing of which appears on Exhibit 2 hereto, together with the goodwill appurtenant and symbolized by such trademarks, service marks, and trade names (collectively, the “**Marks**”), free of any liens, claims and encumbrances.

3. Causes of Action. Assignor hereby assigns and transfers to Assignee all rights to sue for past infringement or other misappropriation of the Patents, the Inventions, the Copyrights, the Marks and the Proprietary Information owned by Assignor and transferred hereunder to Assignee by this Agreement.

4. Domain Name. Assignor hereby assigns and transfers to Assignee the domain name zecal.com, the registration of that domain name, and the goodwill associated therewith.

5. Further Instruments. Assignor hereby covenants to Assignee that Assignor will promptly execute and deliver to Assignee any documents that Assignee reasonably requests that Assignor execute and Assignee will take such further action(s) as Assignee may reasonably request in order to assist and enable Assignee to obtain, secure, perfect, and protect Assignee’s ownership and enjoyment of the Subject Assets, worldwide.

6. Assignor Representations and Warranties. Assignor represents and warrants to

Assignee as follows:

(a) Assignor is the owner of all right, title and interest in the Subject Assets assigned to Assignee hereunder, free of any liens, claims and encumbrances;

(b) Assignee has all right and authority to execute and deliver this Agreement and to perform each obligation to Assignee hereunder; and

(c) there are no suits, arbitrations, claims, actions or proceedings in progress, pending, or threatened against or affecting Assignor, any of the Subject Assets or the purchase and sale transaction between Assignor and Assignee incident to which this Agreement is being executed and delivered in any court or before any arbitration panel of any kind or before or by any federal, state, local, foreign, or other governmental agency, department, commission, board, bureau, instrumentality or body.

7. Governing Law. The laws of the State of Illinois shall govern the interpretation of this Agreement without regard to conflict of law principles.

8. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their respective authorized officers as of the date set forth above.

ZECAL TECHNOLOGY, LLC

By: William Wolf
William Wolf, Vice President
of Finance

LASERAGE TECHNOLOGY CORPORATION

By: Stephen L. Capp
Stephen L. Capp, President

EXHIBIT 1

PATENTS

<u>Patent Description</u>	<u>Registration No./Appl. No.</u>	<u>Country</u>
<i>Stacked planar transformer</i>	5,716,713	U.S.A.
<i>High power miniature demand Power supply</i>	5,608,617	U.S.A.
<i>Metallized ceramic substrate and method therefor</i>	5,100,714	U.S.A.
<i>Metallized ceramic substrate And method therefor</i>	5,058,799	U.S.A.
<i>Bumped substrate assembly</i>	6,033,764	U.S.A.
<i>High power miniature demand power supply</i>	08/788,283	U.S.A. – Pending
<i>High power miniature demand power supply</i>	09/200,692	U.S.A. – Pending
<i>Bumped substrate assembly</i>	PCT/US98/21533	U.S.A. – Pending
<i>Bumped substrate assembly</i>	519909/96	Japan – Pending
<i>Bumped substrate assembly</i>	95944334.2	Europe – Pending
<i>Bumped substrate assembly</i>	2207305	Canada – Pending

EXHIBIT 2

TRADEMARKS AND SERVICE MARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Rights</u>
Z-COOLED	2,156,843	5/12/98	Registered	Federal Registration
Z-COOLED POWER	2,521,455	12/25/01	Registered	Federal Registration
ZECAL	2,155,001	5/5/98	Registered	Federal Registration
A PARADIGM SHIFT IN ELECTRONIC PACKAGING	2,160,565	5/26/98	Registered	Federal Registration
Z-TRANS	2,084,511	7/29/97	Registered	Federal Registration
Z-MCM	2,084,510	7/29/97	Registered	Federal Registration
Z-STRATE	2,107,622	10/21/97	Registered	Federal Registration
THERMALLY CHALLENGED				Common law
ZECAL COOLED				Common law
ZECAL COOLED POWER				Common law