

06-30-2003

Form PTO-1595
(Rev. 10/02)

REC



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

OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Amaroq Systems, Inc.

6.26.03

2. Name and address of receiving party(ies)

Name: New Horizons Investments Fund,

Internal Address: N.V. c/o Woodco Fund

Management, Inc.

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

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Street Address: 4900 Woodway

Suite 650

City: Houston State: TX Zip: 77056

Execution Date: March 31, 2001

Additional name(s) & address(es) attached? Yes 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: Herewith

A. Patent Application No.(s) _____

B. Patent No.(s) US 6,208,266

Additional numbers attached? Yes No

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

Name: Michael P. Adams

Internal Address: Winstead Sechrest & Minick P.C

Street Address: P.O. Box 50784

1201 Main Street

City: Dallas State: TX Zip: 75250-0784

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:

23-2426

DO NOT USE THIS SPACE

9. Signature.

E.E. "Jack" Richards II

Name of Person Signing

Signature

June 23, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 26

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/27/2003 6TON11 00000142 6208266

01 FC:8021

40.00 DP

PATENT
REEL: 014210 FRAME: 0306

SECURITY AGREEMENT

March 31, 2001

Amaroq, Inc., a Delaware corporation with a principal place of business at 175 Paramount Drive, Raynham, Massachusetts 02767 (hereinafter called "Debtor"), for valuable consideration, receipt whereof is hereby acknowledged, hereby grants to New Horizons Investments Fund, N.V., a Netherlands Antilles Corporation, Landhuis Joonchi, Kaya Richard J. Beaujon z/n, Curacao, Netherlands Antilles, (hereinafter called "Secured Party"), to secure the payment and performance of the debt evidenced by the Promissory Note to the Secured Party in the principal sum of One Million Eight Hundred Fifty-One Thousand Eight Hundred Six (\$1,851,806.00) Dollars of even date herewith (the "Note") or any extensions or renewals thereof, and also to secure the payment and performance of all other obligations of the Debtor to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, (all of the foregoing being hereinafter called the "Obligations") all of which the Debtor agrees to pay with reasonable attorney's fees, and also to secure the payment of any and all future advances that may be made by the Secured Party to the Debtor during the term of the Note, all of Debtor's assets as more fully described and set forth in the attached Schedule A and any and all property similar to the above hereinafter acquired by the Debtor, or any products thereof (all of the same being hereinafter called the "Collateral").

Debtor hereby warrants and covenants that:

1. The Collateral is bought or used primarily for use in the business of the Debtor and for lease or rental to Debtor's customers.
2. Except as the same may be sold in the ordinary course of the Debtor's business, the Collateral will be kept at 175 Paramount Drive, Raynham, Massachusetts, Massachusetts. Debtor will promptly notify Secured Party of any change in the location of the Collateral within Massachusetts; and Debtor will not remove the Collateral from Massachusetts without the written consent of the Secured Party;
3. Debtor's place of business in Massachusetts is that shown at the beginning of this Agreement; the Debtor has no other places of business in said State.
4. If the Collateral is to be attached to real estate, a description of the real estate is as follows: the land and buildings at 175 Paramount Drive, Raynham, Massachusetts, Massachusetts; and the name of the record owner is: ** _____; if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Debtor will on demand of Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate, of any interest in the Collateral which is prior to Secured Party's interest.

** BCIA New England Holdings LLC

5. Except for the security interest granted hereby and a security interests set forth on Schedule B, Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; Debtor will defend the Collateral against all claims and demands of all persons, at any time claiming the same or any interest therein. The Debtor shall not pledge mortgage or create, or suffer to exist, a security interest in the Collateral in favor of any person other than the Secured Party;

6. Other than financing statements in favor of Secured Party, its agents or affiliates, no financing statement covering any Collateral or any proceeds thereof is on file in any public office, other than as described on Schedule B and at the request of Secured Party, Debtor will join with Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable;

7. The Debtor will deliver to the Secured Party, upon its request, any and all financial statements and information as is reasonably requested by said Secured Party, and in the event Secured Party requests compiled statements prepared on a review basis, the Debtor shall cause them to be prepared and delivered to the Secured Party by accountants who are reasonably acceptable to the Secured Party;

8. Debtor will not sell or offer to sell or otherwise transfer the Collateral or any interest therein, except in the usual course of business, without the written consent of Secured Party;

9. Secured Party may, in its discretion, after default: terminate, on written notice to Debtor, Debtor's authority to sell, lease, otherwise transfer, manufacture, process or assemble, or furnish under contracts of service, inventory Collateral, or any other Collateral as to which such permission has been given; require Debtor to give possession or control of the Collateral to Secured Party; endorse as Debtor's agent any instruments or chattel paper in the Collateral; notify account debtors or obligors on instruments to make payment direct to Secured Party; contact account debtors directly to verify information furnished by Debtor; take control of proceeds and use cash proceeds to reduce any part of the Obligations; take any action Debtor is required to take or otherwise necessary or advisable to obtain, preserve, and enforce the security interest granted in this Agreement, and maintain and preserve the Collateral, without notice to Debtor, and add costs of same to the Obligations (but Secured Party is under no duty to take any such action); release Collateral in its possession to Debtor, temporarily or otherwise; require additional Collateral; reject as unsatisfactory any property hereafter offered by Debtor as Collateral; take control of funds generated by the Collateral, such as dividends, interest, and proceeds or refunds from insurance, and use same to reduce any part of the Obligations; vote any stock which is part of the Collateral, and exercise all other rights which an owner of such stock

may exercise; waive any of its rights hereunder without such waiver prohibiting the later exercise of the same or similar rights; revoke any permission or waiver previously granted to Debtor;

10. Debtor shall obtain, have and maintain insurance at all times with respect to all Collateral against risks of fire (including so-called extended coverage), sprinkler leakage, theft and such other risks customarily insured against by companies engaged in similar business to that of the Debtor, and in the case of motor vehicles, maintain collision and comprehensive insurance, containing such terms, in such form, for such periods and written by such companies as may be reasonably satisfactory to Secured Party, such insurance to be payable to Secured Party, and Debtor as their interests may appear; all policies of insurance shall provide for fifteen (15) days' written minimum cancellation notice to Secured Party; in the event of failure to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and the Debtor hereby promises to pay to the Secured Party on demand the amount of any disbursements made by Secured Party for such purpose and any amounts collected or received under any such policies may be applied by the Secured Party to any indebtedness secured hereby in such order or preference as the Secured Party in its discretion may determine, or at the option of the Secured Party, the same may be released to the Debtor but such application or release shall not cure or waive any default hereunder, and no amount so released shall be deemed a payment on any indebtedness secured hereby. Debtor shall furnish Secured Party with certificates or other evidence satisfactory to Secured Party of compliance with the foregoing insurance provisions. Secured Party may act as attorney-in-fact for Debtor in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts;

11. Debtor will keep the Collateral in good order and repair (ordinary wear and tear excepted) and will not waste or destroy the collateral or any part thereof; Debtor will not use the Collateral in violation of any statute or ordinance; and Secured Party may examine and inspect the Collateral at any time during ordinary business hours, upon reasonable notice, wherever located;

12. Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes evidencing the Obligations.

13. The Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Secured Party may reasonably require more completely to vest in and assure to the Secure Party its rights hereunder or in any of the Collateral, including without limitation execution and delivery of financing statements which the Secured Party deems appropriate to perfect and continue the security interests hereby granted; and the Debtor hereby irrevocably authorizes the Secured Party, or its designee, at the Debtor's expenses, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement as the

Secured Party may deem appropriate, and appoints the Secured Party as the Debtor's attorney in fact to execute such financing statements which may require the Debtor's signature.

Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof relieve the Debtor of any default. Until default, Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

Events of Default. Debtor shall be in default under this agreement upon the happening of any of the following events or conditions:

(a) Default (after any applicable grace period) in the payment or performance of any Obligation, covenant or liability contained or referred to herein or in any note evidencing the same, or in this Security Agreement, or of any other liability of the Debtor to the Secured Party;

(b) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished, or any material adverse change in any such warranty, representation or statement, which in each case is not cured within seven (7) days of the Debtor receiving written notice thereof from Secured Party;

(c) Loss, theft, substantial damage, destruction, sale (other than in the ordinary course of business) or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon in excess of \$50,000.00;

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Debtor or any guarantor or surety for Debtor;

(e) The Secured Party deems itself insecure by reason of a diminution in the value of the Collateral below \$ 100,000 in the aggregate.

Remedies. Upon the occurrence of any of the above provisions and at any time thereafter Secured Party may declare all Obligations secured hereby, any other Obligations of the Debtor to the Secured Party, immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code. Secured Party may require Debtor to assemble the

Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold in a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown at the beginning of this agreement at least fifteen (15) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's attorney's fees and legal expenses.

The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. The Secured Party may exercise its rights with respect to the Collateral without resorting or regard to other collateral or sources of reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Collateral unless such waiver be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Party on the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly or concurrently.

The Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable counsel fees, reasonably incurred or paid by the Secured Party in protecting or enforcing its rights upon or under the Obligations or the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale of the Obligations or Collateral shall be applied to the payment of principal or interest on the Obligations in such order or preference as the Secured Party may determine, proper allowance for interest on the Obligations not then due being made, and any excess shall be returned to the Debtor, and the Debtor shall remain liable for any deficiency.

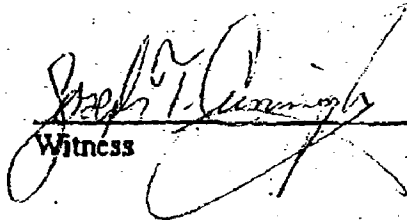
The Debtor and the Secured Party may from time to time agree to the release of certain of the Collateral from the security interest created hereby.

This Agreement has been delivered at Boston, Massachusetts, and shall be construed in accordance with laws of the Commonwealth of Massachusetts. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable laws, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

All notices permitted or required to be given hereunder shall be given in writing, with a copy to Aaron Weintraub, Esq., 121 Mount Vernon Street, Boston, MA 02108. Any notice of default of this Agreement to the Debtor shall be given by certified mail, return receipt requested, by overnight mail or overnight courier, or by hand delivery. All such notices shall be effective upon receipt by the Debtor.

In Witness Whereof, this Agreement has been duly executed as of the 31st day of March, 2001.

Amaroq, Inc.


Witness

By: 
Michael Lyons, President


By: 
Daniel Roy, Treasurer

EXHIBIT A

All of Debtor's Collateral, which term shall include, without limitation, all of Debtor's present and future right, title and interest in or to any and all of the following property be now existing or hereafter created:

- (i) All inventory;
- (ii) All accounts, accounts receivable, contract rights, and chattel paper whether or not they constitute proceeds of other Collateral including without limitation and the proceeds therefrom;
- (iii) All general intangibles, regardless of whether or not they constitute Collateral, including, without limitation, all of Debtor's rights to acquire or sell services with respect to the manufacture, processing, storage, sale, shipment and installation of any of Debtor's inventory or other Collateral;
- (iv) All products of and accessions to any of the Collateral;
- (v) All liens, guaranties, securities, rights, remedies and privileges pertaining to the Collateral, including the right of stoppage in transit;
- (vi) All obligations owing to Debtor of every kind and nature, and all choses in action;
- (vii) All tax refunds of every kind and nature to which Debtor is now or hereafter entitled no matter how arising, including, without limitation, loss carryback and carryover;
- (viii) All goodwill, trade secrets, computer programs, customer lists, trade names and patents;
- (ix) All documents and instruments (whether negotiable or non-negotiable, their being attached to chattel paper);
- (x) All equipment, including, without limitation, machinery, furniture, tools and other goods used in the conduct of Debtor's business, and including the equipment listed on Exhibit A-1 attached hereto;
- (xi) All proceeds of Collateral of every kind and nature and in whatever form, without limitation, both cash and non-cash proceeds resulting or arising from the sale of services by Debtor or the sale or other disposition by Debtor of the Collateral;

(xii) All books and records relating to the conduct of Debtor's business including, without in anyway limiting the generality of the foregoing, those relating to its accounts;

(xiii) All deposit accounts maintained by the Borrower with any bank, trust company, investment firm or fund, or any similar institution or organization.

(xiv) All of Debtor's rights and privileges in and to any and all patents, patents pending, patent applications, licenses, trademarks, tradenames, logos, trade secrets and other intellectual property, including without limitation all of Debtor's right, title and interest in and to those rights arising out of Patent number 6, 208, 266 filed 4/28/97, in the name of the Debtor and/or Michael J. Lyons.

J:\NORRIS\Woodco\ExhA.UCC

Amarog Systems, Inc.

INVENTORY

12/20/00 1 of 19

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial#	Age
1	Cream Fabric Chair	Mike Lyons Office	1			
2	Cream Fabric Chair	Mike Lyons Office	1			
3	Wood End Table	Mike Lyons Office	1			
4	Parisfoot Table	Mike Lyons Office	1			
5	Executive Desk	Mike Lyons Office	1			
6	Executive Return	Mike Lyons Office	1			
7	Executive Credenza	Mike Lyons Office	1			
8	Executive Hutch	Mike Lyons Office	1			
9	Wooden End Table	Dan Roye Office	1			
10	Bookcase	Mike Lyons Office	1			
11	Executive Desk	Dan Roye Office	1			
12	Executive Return	Dan Roye Office	1			
13	Executive Credenza	Dan Roye Office	1			
14	Executive Hutch	Dan Roye Office	1			
15	Black Leather Chair	Dan Roye Office	1			
16	Cranberry Leather Chair	Mike Lyons Office	1			
17	Arbor Monitor 17"	Mike Lyons Office	?			
18	HP Laser Jet 1100	Mike Lyons Office	?			
19	CPU	Mike Lyons Office	1			
20	Paper Shredder	Mike Lyons Office	?			
21	Picture - Lighthouse	Mike Lyons Office	1			
22	Sailboat Picture	Dan Roye Office	1			
23	NEC monitor 17"	Dan Roye Office	1			
24	Arbor CPU	Dan Roye Office	1			
25	HP Laser Jet 1100	Dan Roye Office	?			
26	Executive Station	Middle Office Open Area	1			
27	Executive Station	Middle Office Open Area	1			
28	Fabric Chair (green)	Middle Office Open Area	1			
29	Lateral Filing Cabinet - Cole	Middle Office Open Area	1			
30	Lateral Filing Cabinet - JFSTEEL	Middle Office Open Area	1			
31	Lateral Filing Cabinet - Hon	Middle Office Open Area	1			
32	Lateral Filing Cabinet	Middle Office Open Area	1			
33	Table	Middle Office Open Area	1			
34	Copier Floor	Middle Office Open Area	?			

Inventory List

Item#	Item Description	Item Location	P.O.# or ?	Price/Value	Serial #	Age
35	Banquet Table	Middle Office Open Area	?			
36	Fax Machine	Middle Office Open Area	?			
37	Table	Middle Office Open Area	?			
38	Rolling Cart	Middle Office Open Area	?			
39	Round Conference Table	Small Conference Room	1			
40	Chair Maroon	Small Conference Room	1			
41	Chair Maroon	Small Conference Room	1			
42	Coffee Table	Reception Area	1			
43	Chair Maroon	Reception Area	1			
44	Chair Maroon	Reception Area	1			
45	Banquet Table	Kitchen	1			
46	Chair Maroon	Kitchen	1			
47	Chair Maroon	Kitchen	1			
48	Chair Maroon	Kitchen	1			
49	Chair Maroon	Kitchen	1			
50	Wood Executive Desk	Judith DeBonise Office	1			
51	Wood Executive Return	Judith DeBonise Office	1			
52	Bookcase	Judith DeBonise Office	1			
53	Non Locking File Cab	Judith DeBonise Office	wbim-scl414	\$ 128.95		10/30/00
54	HP DeskJet 970Cse printer	Judith DeBonise Office	Annex	\$ 288.98	my08180	10/18/00
55	HP Pavilion CPU 5766c	Judith DeBonise Office	Annex	\$ 1,088.88	usc-46591	12/4/00
56	Sony MonKar 17"	Judith DeBonise Office	Annex	\$ 288.00	4008878	10/18/00
57	Chair Blue/Wood	Judith DeBonise Office	1			
58	Chair Blue/Wood	Judith DeBonise Office	1			
59	Picture Impressionist	Judith DeBonise Office	1			
60						
61	Light Wood Desk	Frank Goodfellow Office	1			
62	Hp DeskJet 8L	Frank Goodfellow Office	?			
63	Samsung 66 Monitor	Frank Goodfellow Office	?			
64	Aibor CPU	Frank Goodfellow Office	1			
65	Vertical Filing Cab	Frank Goodfellow Office	1			
66	Non Locking File Cab	Frank Goodfellow Office	wbim-scl414	\$ 128.95		10/30/00
67	Ten Chair	Frank Goodfellow Office	1			
68	Maroon Chair	Den Waide Office	1			

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial#	Age
69	Light Wood Desk	Dan Wadia Office	1			
70	Arbor Monitor 17"	Dan Wadia Office	1			
71	Arbor CPU	Dan Wadia Office	1			
72	Swivel Picture	Dan Wadia Office	1			
73	Blus Apportioned Chair	Dan Wadia Office	1			
74	File Cabinet - Light Wood	Dan Wadia Office	1			
75	Maroon Chair	Dan Wadia Office	1			
76	4*8 Bulletin Board	Middle Offices Open Area	1			
77	4*8 Bulletin Board	Middle Offices Open Area	1			
78	Maroon Chair	Middle Offices Open Area	1			
79	Conference Table	Conference Room	1			
80	Picture	Conference Room	1			
81	Picture	Conference Room	1			
82	Picture	Conference Room	1			
83	Sofa Table	Conference Room	1			
84	3*5 White Board	Conference Room	?			
85	Parlum	Conference Room	1			
86	Conference Room Chair	Conference Room	1			
87	Conference Room Chair	Conference Room	1			
88	Conference Room Chair	Conference Room	1			
89	Conference Room Chair	Conference Room	1			
90	Conference Room Chair	Conference Room	1			
91	Conference Room Chair	Conference Room	1			
92	Conference Room Chair	Conference Room	?			
93	Easel	Conference Room	1			
94	Wood Desk - Dark	James Weinberg	1			
95	Wood Desk Return - Dark	James Weinberg	1			
96	Chair - Maroon	James Weinberg	1			
97	Bookcase	James Weinberg	1			
98	HP Laser Jet 1100	James Weinberg	?			
99	Arbor Monitor 17"	James Weinberg	1			
100	Del CPU	James Weinberg	?			
101	Chair Cranberry	James Weinberg	1			
102	Toshiba Satellite Pro-Laptop	Mike Lawn, NJ	?		87281315	

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial#	Age
103	HP Office Jet Printer Model #710	Mike Lawn, NJ	?		my9acg22cx	
104	Motorola Star Tac - Cell Phone	Mike Lawn, NJ	?		awf2080e	
105	AVCOM PSA37-D Portable Spectrum Analyzer	Doug Bostrom	?	\$ 400.00		6y
108	Hitech VC-5026 portable oscilloscope	Doug Bostrom	?	\$ 700.00		4y
107	MOD-EMUP eprom programmer	Doug Bostrom	?	\$ 650.00		4y
108	Walling DIACT eprom eraser	Doug Bostrom	?	\$ 45.00		3y
108	Protek 1801 DC power supply	Doug Bostrom	?	\$ 175.00		3y
110	Tenna 72-5096 Digital Multimeter	Doug Bostrom	?	\$ 90.00		3y
111	Hako 807 soldering station	Doug Bostrom	?	\$ 150.00		3y
112	Picstart Plus Development Programmer	Doug Bostrom	?	\$ 200.00		3y
113	17" Viewsonic Monitor	TK Crystal River, FL	?			<1y
114	15" Viewsonic Monitor	TK Crystal River, FL	?			<1y
115	Penium 350MHz PC w/ Internal Zip and CDROM	TK Crystal River, FL	?			<1y
118	HP Pavilion CPU w/ cd/rw	TK Crystal River, FL	?			<1y
117	Compaq Presario Laptop	TK Crystal River, FL	?			<1y
118	AT&T 4-line phone	TK Crystal River, FL	?			<1y
118	BK Precision Tripla-output variable power supply	TK Crystal River, FL	?			
120	MPLAB ICE-2000 In-circuit emulator pod	TK Crystal River, FL	?			Mar-00
121	PCM16XE1 (C77) processor module for ICE-2000	TK Crystal River, FL	?			Mar-00
122	Pro-laser digital multimeter	TK Crystal River, FL	?			Aug-00
123	PiCstart Plus programmer	TK Crystal River, FL	?			
124	Dalarna II EEPROM eraser	TK Crystal River, FL	?			
125	Weller WLC100 soldering station	TK Crystal River, FL	?			
126	HP Laser Jet Printer	TK Crystal River, FL	?			
127	LTS magnifier light	TK Crystal River, FL	?			
128	Steel desk with file drawers	TK Crystal River, FL	?			
128	Engineering Bench	TK Crystal River, FL	?			
130	Engineering bridge with power strip	TK Crystal River, FL	?			
131	Wire-frame printer cart	TK Crystal River, FL	?			
132	Office Chair - gray	TK Crystal River, FL	?			
133	Engineers bench-chair	TK Crystal River, FL	?			
134	Metal locking supply cabinet	TK Crystal River, FL	?			
135	Ethernet/Phone cable tester	TK Crystal River, FL	?			
136	Rabbit 2000 Basic development kit	TK Crystal River, FL	?			

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial #	Age
137	Linux OS/Mandrake 6.0	TK Crystal River, FL	?			
138a	diskette file	TK Crystal River, FL	?			
138b	diskette file	TK Crystal River, FL	?			
138a	Weller PCB holders	TK Crystal River, FL	?			
138b	Weller PCB holders	TK Crystal River, FL	?			
140a	Panavise PCB holders	TK Crystal River, FL	?			
140b	Panavise PCB holders	TK Crystal River, FL	?			
141a	12 MHz CDH radio	TK Crystal River, FL	?			
141b	12 MHz CDH radio	TK Crystal River, FL	?			
141c	12 MHz CDH radio	TK Crystal River, FL	?			
141d	12 MHz CDH radio	TK Crystal River, FL	?			
142a	8 MHz CDH radio	TK Crystal River, FL	?			
142b	8 MHz CDH radio	TK Crystal River, FL	?			
142c	8 MHz CDH radio	TK Crystal River, FL	?			
142d	8 MHz CDH radio	TK Crystal River, FL	?			
143	IRCC	TK Crystal River, FL	?			
144	TDL	TK Crystal River, FL	?			
145a	EMR board	TK Crystal River, FL	?			
145b	EMR board	TK Crystal River, FL	?			
145c	EMR board	TK Crystal River, FL	?			
145d	EMR board	TK Crystal River, FL	?			
145e	EMR board	TK Crystal River, FL	?			
146a	power strip	TK Crystal River, FL	?			
146b	power strip	TK Crystal River, FL	?			
146c	power strip	TK Crystal River, FL	?			
147	(7) Li-cell Lithium Batteries	TK Crystal River, FL	?			
148	Goldstar OS-8020A analog oscilloscope	TK Crystal River, FL	?			
148	2-line phone-line emulator	TK Crystal River, FL	?			
150a	Ceramic PIC18C77	TK Crystal River, FL	?			
150b	Ceramic PIC18C77	TK Crystal River, FL	?			
150c	Ceramic PIC18C77	TK Crystal River, FL	?			
151	Tektronics TDS-360 digital storage oscilloscope	TK Crystal River, FL	?			
152a	Rackmount PC's w/ 3Com 10/100Mbps NIC	Montour, PA	?			
152b	Rackmount PC's w/ 3Com 10/100Mbps NIC	Montour, PA	?			

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial#	Age
152c	Rackmount PC's w/ 3Com 10/100Mbps NIC	Montour, PA	?			
163	14" Generic VGA Monitor	Montour, PA	?			
164	8-CPU Monitor/keyboard switch	Montour, PA	?			
155	3Com 10Mail hub	Montour, PA	?			
166	Perilum 233 Mhz PC w/ (2) NICs (Krowal)	Montour, PA	?			
157	Backup Motherboard for rack mount PC	Montour, PA	?			
158	Backup IDE hard disk for Rackmount PC	Montour, PA	?			
159	3Com 10/100 Mbps NIC	Montour, PA	?			
160	HP keyboard	Montour, PA	?			
161	APC 400-watt uninterruptible rack-mount power source	Montour, PA	?			
162	17" Monitor	Engineering M. Lenahan				
163	Compaq CPU	Engineering M. Lenahan	Amax	\$ 800.00	21hoafppgr	Dec-00
164	Weller Soldering Iron	Engineering M. Lenahan	?			
165	Craftsman 14.4 Drill	Engineering M. Lenahan	?			
166	Hot Air Soldering Iron	Engineering M. Lenahan	?			
167	Drill Bit Set	Engineering M. Lenahan	?			
168	Hot Air Gun	Engineering M. Lenahan	?			
169	2 Anti-Static Board Holder	Engineering M. Lenahan	?			
170	2.125 Desoldering Braid	Engineering M. Lenahan	?			
171	2.075 Desoldering Braid	Engineering M. Lenahan	?			
172	2.025 Desoldering Braid	Engineering M. Lenahan	?			
173	40 Watt Soldering Iron	Engineering M. Lenahan	?			
174	6 pc. Screwdriver Set	Engineering M. Lenahan	?			
175	Tenna multimeter	Engineering M. Lenahan	?			
176	Wirecutters	Engineering M. Lenahan	?			
177	2 Needle nose pliers	Engineering M. Lenahan	?			
178	Wire Strippers	Engineering M. Lenahan	?			
179	Workstation Desk	Engineering M. Lenahan	?			
180	Table	Engineering M. Lenahan	?			
181	Table	Engineering	?			
182	desk	Engineering	?			
183	desk	Engineering	?			
184	desk	Engineering	?			
185	desk	Engineering	?			

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial#	Age
186	desk	Engineering	?			
187	desk	Engineering	?			
188	desk	Engineering	?			
189	desk	Engineering	?			
190	Metal Rack Shelf	Engineering	?			
191	File Cabinet	Engineering	?			
192	File Cabinet	Engineering	?			
193	File Cabinet	Engineering	?			
194	File Cabinet	Engineering	?			
195	File Cabinet	Engineering	?			
198	22" Flat Screen Monitor	Engineering Shirley Youn	po4e-02081	\$ 888.00		11/15/00
197	22" Flat Screen Monitor	Engineering	po4e-02081	\$ 888.00		11/16/00
198	Chair	Engineering	?			
199	Chair	Engineering	?			
200	Chair	Engineering	?			
201	Chair	Engineering	?			
202	Chair	Engineering	?			
203	Chair	Engineering	?			
204	Chair	Engineering	?			
205	Chair	Engineering	?			
208	Chair	Engineering	?			
207	Chair	Engineering	?			
208	Chair	Engineering	?			
209	Chair	Engineering	?			
210	Chair	Engineering	?			
211	Chair	Engineering	?			
212	Chair	Engineering	?			
213	Chair	Engineering	?			
214	Chair	Engineering	?			
215	Wentworth Hub	Engineering	?			
216	Network Connector Hub	Engineering	?			
217	Reck	Engineering	?			
218	Thinkmate Server	Engineering	?			
219	17" Monitor	Engineering	?			

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial#	Age
220	HP Computer	Engineering	?			
221	HP Laser Jet 3	Engineering	?			
222	Printer Cable	Engineering	?			
223	Toshiba Satellite Laptop	Engineering	?			
224	HP Laser Jet 1100	Engineering	?			
225	Wireless Keyboard	Engineering	?			
226	Wireless Mouse	Engineering	?			
227	Picture	Engineering	?			
228	Picture	Engineering	?			
229	Picture	Engineering	?			
230	Picture	Engineering	?			
231	Divider	Engineering	?			
232	Divider	Engineering	?			
233	Divider	Engineering	?			
234	Divider	Engineering	?			
235	Divider	Engineering	?			
236	Divider	Engineering	?			
237	Divider	Engineering	?			
238	Divider	Engineering	?			
239	Divider	Engineering	?			
240	Divider	Engineering	?			
241	Divider	Engineering	?			
242	Divider	Engineering	?			
243	Divider	Engineering	?			
244	Divider	Engineering	?			
245	Divider	Engineering	?			
246	Divider	Engineering	?			
247	Divider	Engineering	?			
248	Parts Rack	Engineering	?			
249	Parts Rack	Engineering	?			
250	Parts Rack	Engineering	?			
251	Parts Rack	Engineering	?			
252	Parts Rack	Engineering	?			
253	Net Gear Ethernet Card	Engineering	?			

Inventory List

Item#	Item Description	Item Location	P.O.# or	Price/Value	Serial #	Age
254	Mercury Instrument/Index Pulse Trans	Engineering	?			
255	Iron Meter	Engineering	?			
256	Iron Meter	Engineering	?			
257	Floor 323 Meter	Engineering	?			
258	Cork Board	Engineering	?			
259	Cork Board	Engineering	?			
260	Cork Board	Engineering	?			
261	ABB Scan Coder	Engineering	?			
262	Nel Gear 4port Hub	Engineering	Amex	\$ 73.49		Dec-00
263	19" Monitor	Engineering	Amex	\$ 298.97		Dec-00
264	18" Monitor	Engineering	Amex	\$ 298.97		Dec-00
265						
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FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

STATE OF DELAWARE
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 FILED 01:36 PM 04/19/2001
 1036661 2 - 0000000
 SRV: 010189331

A. NAME & TEL. # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
412-7524 RETURN TO: L. HILLEN CT Corporation System 101 Federal Street, Suite 300 Boston, MA 02110 P.C.			
D. OPTIONAL DESIGNATION (if applicable):			
<input type="checkbox"/> LEAD OR PLEDGE	<input type="checkbox"/> CONSIGNOR OR CONSIGNEE	<input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Amaroq Systems, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS 175 Paramount Avenue		CITY Raynham	STATE MA	COUNTRY POSTAL CODE 02768
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME New Horizons Investments Fund, N.V. c/o Woodco Fund Management, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 4900 Woodway, Ste. 650		CITY Houston	STATE TX	COUNTRY POSTAL CODE 77056

4. This FINANCING STATEMENT covers the following type or items of property:

The property of the Debtor, more fully described on Exhibit A attached hereto and incorporated herein by reference.

Filed: Secretary of State of Delaware

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) if collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	6. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
9. REQUIRED SIGNATURE(S) Amaroq Systems, Inc. By: <i>[Signature]</i>	B. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (if record) (or recorded) in the REAL ESTATE RECORDS. Attach Address(es) if applicable. C. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
[1155 E. Central, 207 Suite 207, Palm & Biscayne, P.L.L.C. One Center Plaza, Suite 3000 Fort Lauderdale, FL 33308]			
D. OPTIONAL DESIGNATION (if applicable):		LESSOR/LESSEE	CONSIGNOR/CONSIGNEE
		NON-UCC FILING	

RECEIVED
 APR 13 2001
 SECRETARY OF THE COMMISSIONER OF REVENUE
 COMPTROLLER OF PUBLIC ACCOUNTS

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Savage Systems, Inc.			
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
1c. MAILING ADDRESS 175 Paramount Avenue		CITY Rayahon	STATE LA
			COUNTRY
			POSTAL CODE 62763
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL I.D.#, if any
			<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
2c. MAILING ADDRESS		CITY	STATE
			COUNTRY
			POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D.#, if any
			<input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME New Horizon Investments Fund, N.V. c/o Woodor Fund Management, Inc.			
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
3c. MAILING ADDRESS 4900 Woodway, Ste. 650		CITY Houston	STATE TX
			COUNTRY
			POSTAL CODE 77056

4. This FINANCING STATEMENT covers the following types or items of property:

The property of the Debtor, more fully described on Exhibit A Attached hereto and incorporated herein by reference.

Filed Secretary of State

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest		7. If filed in Florida (check one)	
BOX (a) In collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions [additional data may be required]		<input type="checkbox"/> Documentary stamp tax paid	<input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) Savage Systems, Inc. <i>[Signature]</i>		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum [if applicable]	
		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) [ADDITIONAL FEE] (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

(3) SEARCH REQUEST COPY — NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

REORDER FROM
Registré, Inc.
 514 PIERCE ST.
 P.O. BOX 218

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

RECEIVED
 TOWN CLERK'S OFFICE
 01 APR 17 PM 3:23
 TOWN OF RAYNHAM
 MASSACHUSETTS

#93

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
Whitson B. Harris, III Davis, Main & U. S. Highway, P.O. One North Plain Boston, MA 02108	
D. OPTIONAL DESIGNATION (if applicable):	
<input type="checkbox"/> LESSOR/LESSEE	<input type="checkbox"/> CONSIGNOR/CONSIGNEE
<input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Analog Systems, Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 175 Paramount Avenue		CITY Raynham	STATE MA	COUNTRY POSTAL CODE 02768
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME New Horizons Investments Fund, N.V. c/o Woodco Fund Management, Inc.				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 4900 Goodway, Ste. 650		CITY Houston	STATE TX	COUNTRY POSTAL CODE 77056

4. This FINANCING STATEMENT covers the following types or items of property:

The property of the Debtor, more fully described on Exhibit A attached hereto and incorporated herein by reference.

Filed: Town of Raynham

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest		7. If filed in Florida (check one)	
<input type="checkbox"/> (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)		<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
6. REQUIRED SIGNATURE(S) Analog Systems, Inc. <i>[Signature]</i>		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum <input type="checkbox"/> (if applicable)	
		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

(2) ACKNOWLEDGMENT COPY — NATIONAL FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

REORDER FROM
Registré, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN 55303

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
[Whitton E. Norris, III Davis, Malm & D'Agostinae, P.C. One Boston Place, Ste 3700 Boston, MA 02108]	
D. OPTIONAL DESIGNATION (if applicable):	
<input type="checkbox"/> LESSOR/LESSEE	<input type="checkbox"/> CONSIGNOR/CONSIGNEE
<input type="checkbox"/> NON-UCC FILING	

RECEIVED

MAY 04 2001

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME			
Amaroq, Inc.			
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
175 Paramount Avenue		Raynham	MA 02768
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
New Horizons Investments Fund, N.V. c/o Woodco Fund Management, Inc.			
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
4900 Woodway, Ste. 650		Houston	TX 77056

4. This FINANCING STATEMENT covers the following types or items of property:

The property of the Debtor, more fully described on Exhibit A attached hereto and incorporated herein by reference.

Filed: Secretary of State

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required) (if applicable)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) AMAROQ, INC. By: <i>[Signature]</i>	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

RECORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANN ARBOR MI 48106

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
[Whitton E. Norris, III] [Davis, Malm & D'Agostine, P.C.] [One Boston Place, Ste 3700] [Boston, MA 02108]	
D. OPTIONAL DESIGNATION (if applicable):	
<input type="checkbox"/> LESSOR/LESSEE	<input type="checkbox"/> CONSIGNOR/CONSIGNEE
<input type="checkbox"/> NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME			
OR Amarog, Inc.			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
175 Paramount Avenue		Raynham	MA 02768
1d. S.S. OR TAX ID.#	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
OR			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX ID.#		2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
OPTIONAL ADD'L INFO RE ENTITY DEBTOR		2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S (ORIGINAL S/P OR ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
OR New Horizons Investments Fund, N.V. c/o Woodco Fund Management, Inc.			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
4900 Woodway, Ste. 650		Houston	TX 77056

4. This FINANCING STATEMENT covers the following types or items of property:

The property of the Debtor, more fully described on Exhibit A attached hereto and incorporated herein by reference.

Filed: Secretary of State

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest	7. If filed in Florida (check one)
BOX <input type="checkbox"/> (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the (if applicable) debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
8. REQUIRED SIGNATURE(S) Amarog, Inc. By: <i>Michelle [Signature]</i>	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (for recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

William Francis Galvin
Secretary of the Commonwealth of Massachusetts

DAVIS, MALM & D'AGOSTINE, P. C.
ONE BOSTON PLACE, STE. 3700
BOSTON, MA 02108

To Whom It May Concern:

This letter serves as notification that the SOC has received your filing information. A copy of the filing is included as an attachment to this document. Your filing has been assigned a filing number of 200102028500 and was filed on 5/4/01 4:12:00 PM. The Secretary of the Commonwealth of Massachusetts thanks you for your compliance.

Sincerely,

William Francis Galvin
Secretary of the Commonwealth

June 23, 2003

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Inventor(s): Michael J. Lyons; Barry C. Sauls; Wayne A. Mitzen; Douglas K. Bostrom; Charles E. Richardson
Title: Remote Data Acquisition And Processing System
Patent No.: 6,208,266 Issue Date: 3/27/01

Dear Sir or Madam:

Transmitted herewith are the following:

1. Return Receipt Postcard
2. This Transmittal Letter (2 pages - in duplicate)
3. Recordation Form Cover Sheet (1 page)
4. Security Agreement (with attachments) (and other proofs of Security Agreement) (23 pages)
5. Firm check

I enclose herewith a firm check in the amount of \$40.00 which represents payment for the above-referenced Security Agreement being filed.

If the fee has been calculated incorrectly, the Commissioner is hereby authorized to charge any insufficiency of payment of the following fees associated with this communication, or credit any overpayment, to Deposit Account No. 23-2426 (39495-2) in the name of Winstead Sechrest & Minick P.C. **A duplicate copy of this transmittal letter is enclosed.**

CERTIFICATION UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence (along with any item referred to as being enclosed herewith) is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on June 23, 2003.

Wanda Kellar

Signature

Respectfully submitted,



E.E. "Jack" Richards II
Attorney for Applicant(s)
Reg. No. 53,514

EER:wk
Enclosure(s)

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39495-2 06/23/2003

June 23, 2003

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Inventor(s): Michael J. Lyons; Barry C. Sauls; Wayne A. Mitzen; Douglas K. Bostrom; Charles E. Richardson
Title: Remote Data Acquisition And Processing System
Patent No.: 6,208,266 Issue Date: 3/27/01

Dear Sir or Madam:

Transmitted herewith are the following:

1. Return Receipt Postcard
2. This Transmittal Letter (2 pages - in duplicate)
3. Recordation Form Cover Sheet (1 page)
4. Security Agreement (with attachments) (and other proofs of Security Agreement) (23 pages)
5. Firm check

I enclose herewith a firm check in the amount of \$40.00 which represents payment for the above-referenced Security Agreement being filed.

If the fee has been calculated incorrectly, the Commissioner is hereby authorized to charge any insufficiency of payment of the following fees associated with this communication, or credit any overpayment, to Deposit Account No. 23-2426 (39495-2) in the name of Winstead Sechrest & Minick P.C. **A duplicate copy of this transmittal letter is enclosed.**