

12-29-2004

RE:



102912315

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

10-28-04

1. Name of conveying party(ies)/Execution Date(s):

Remtron, Inc.  
140 W. Shenango Street  
Sharpsville, PA 16150

Execution Date(s) October 15, 2004

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Name: Argosy Investment Partners II, L.P.

Internal Address: \_\_\_\_\_

Street Address: 950 West Valley Road, #2902

City: Wayne

State: PA

Country: USA Zip: 19087

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)  
10,423,741

B. Patent No.(s)  
5,508,479

Additional numbers attached?  Yes  No

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

Name: Paula T. Bradley, Paralegal

Internal Address: McCausland, Keen & Buckman

Street Address: Radnor Court, Suite 160,  
259 N. Radnor-Chester Road

City: Radnor

State: PA Zip: 19087

Phone Number: (610) 341-1052

Fax Number: (610) 341-1099

Email Address: pbradley@mkbattonneys.com

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Paula T. Bradley  
Signature

12/23/2004  
Date

Paula T. Bradley, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

12/28/2004 MSETACHE 00000138 10423741

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80.00 DP

**EXHIBIT**

**Patents**

	<u>Owner</u>	<u>Jurisdiction</u>	<u>Number</u>
<u>Patent</u>			
Elastomeric rocker switch assembly	Remtron Inc.	USA	5,508,479
<u>Patent Application</u>			
Hand-held, continuously variable Remote controller	Remtron Inc.	USA	10,423,741

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF AUGUST 4, 2004 AMONG CATTRON GROUP INC., CATTRON-THEIMEG, INC., CATTRON-THEIMEG INTERNATIONAL LTD., ARGOSY INVESTMENT PARTNERS II, L.P., RFE INVESTMENT PARTNERS VI, L.P. AND FIRST NATIONAL BANK OF PENNSYLVANIA.

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 15, 2004 by and between **ARGOSY INVESTMENT PARTNERS II, L.P.**, a Pennsylvania limited partnership, individually and as agent ("Secured Party"), and **REMTRON, INC.**, a Delaware corporation ("Grantor").

### RECITALS

**WHEREAS**, (i) on or about May 22, 2003, Cattron Group Inc. ("Cattron"), Cattron-Theimeg, Inc. ("CIT"), Cattron-Theimeg International Ltd. ("CT International"; and Cattron, CTI and CT International individually an "Existing Company" and collectively the "Existing Companies"), Argosy Investment Partners II, L.P. ("Argosy") and RFE Investment Partners VI, L.P. ("RFE") entered into a Securities Purchase Agreement (as amended, restated or otherwise modified from time to time, the "2003 Purchase Agreement") pursuant to which, among other things, Argosy and RFE purchased debentures in the aggregate principal amount of Five Million Dollars (\$5,000,000) (as amended, restated or otherwise modified from time to time, the "2003 Debentures") and (ii) in October, 2004, the Existing Companies, Remtron Acquisition Corp. ("Remtron Acquisition"), Remtron, Inc. ("Remtron") and Cattron Intellectual Property Corporation ("IP Sub"; and the Existing Companies, Remtron Acquisition, Remtron and IP Sub individually a "Company" and collectively the "Companies"), Argosy and RFE VI SBIC, LLP ("RFE SBIC"; and Argosy, RFE and RFE SBIC individually a "Purchaser" and collectively the "Purchasers") entered into a Securities Purchase and Amendment Agreement (as amended, restated or otherwise modified from time to time, the "2004 Purchase Agreement"; and the 2003 Purchase Agreement and the 2004 Purchase Agreement individually and collectively the "Purchase Agreement") pursuant to which, among other things, Argosy and RFE SBIC purchased debentures in the aggregate principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) (as amended, restated or otherwise modified from time to time, the "2004 Debentures"; and the 2003 Debentures and the 2004 Debentures individually a "Debenture" and collectively the "Debentures"); and

**WHEREAS**, the obligations of the Companies under the Purchase Agreement, the Debentures and the other documents and instruments executed and delivered in connection therewith (the "Purchase Documents") are secured in accordance with the terms of a Security Agreement dated May 22, 2003 (as amended, restated or otherwise modified from time to time, the "Security Agreement"); and

**WHEREAS**, the Companies have obtained senior financing (the "Senior Loan") from First National Bank of Pennsylvania ("Senior Lender") and the security interest granted herein is subordinate to the security interest granted to such Senior Lender as provided in the Intercreditor Agreement; and

**WHEREAS**, it is a condition precedent to Purchasers' performance of their obligations under the 2004 Purchase Agreement that Grantor execute this Intellectual Property Security Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Companies' obligations under the Purchase Documents and all other agreements now existing or hereafter arising between the Companies (or any of them) and Purchasers, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure the Companies' obligations under the Purchase Documents and under any other agreement now existing or hereafter arising between the Companies (or any of them) and Purchasers, Grantor hereby grants and pledges to Secured Party for its benefit and the ratable benefit of each Purchaser a security interest in all of Grantor's right, title and interest in, to and under those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto, and including without limitation all goodwill associated therewith, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Security Agreement, the terms of which are hereby incorporated herein by reference. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Purchase Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Purchase Agreement, the Security Agreement or any of the Purchase Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Purchase Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an

application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**Address of Grantor:**

140 W. Shenango Street  
Sharpsville, PA 16150  
Attn: James C. Robertson, President

**Grantor:**

**Remtron, Inc.**

By: Michael D Pearson  
Name: MICHAEL D PEARSON  
Title: PRESIDENT

**Address of Secured Party:**

Argosy Investment Partners II, L.P.  
950 West Valley Road  
Suite 2902  
Wayne, PA 19087

**Secured Party:**

**Argosy Investment Partners II, L.P.,  
individually and as Agent**

**By: Argosy Associates II, L.P.,  
its general partner**

**By: Argosy Associates II, Inc.,  
its general partner**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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140 W. Shenango Street  
Sharpsville, PA 16150  
Attn: James C. Robertson, President

**Grantor:**

**Remtron, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Address of Secured Party:**

Argosy Investment Partners II, L.P.  
950 West Valley Road  
Suite 2902  
Wayne, PA 19087

**Secured Party:**

**Argosy Investment Partners II, L.P.,  
individually and as Agent**

**By: Argosy Associates II, L.P.,  
its general partner**

**By: Argosy Associates II, Inc.,  
its general partner**

By: *Knute G. Albrecht*  
Name: KNUTE G. ALBRECHT  
Title: PRESIDENT

**EXHIBIT A**

**Copyrights**

None