

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LaserSharp Corporation	12/16/2002
RECEIVING PARTY DATA	
Name:	Stewart F. Grossman
Street Address:	101 Arch Street
Internal Address:	c/o Looney and Grossman LLP
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11179756
CORRESPONDENCE DATA	
Fax Number:	(860)408-5080
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8604085022
Email:	prainville@nufern.com
Correspondent Name:	Peter J. Rainville
Address Line 1:	7 Airport Park Road
Address Line 2:	Nufern
Address Line 4:	East Granby, CONNECTICUT 06026
ATTORNEY DOCKET NUMBER:	NU-209WO-2
NAME OF SUBMITTER:	Peter J. Rainville

Total Attachments: 6  
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**PATENT**  
**REEL: 020025 FRAME: 0130**

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**ASSIGNMENT FOR THE BENEFIT OF CREDITORS  
OF LASERSHARP CORPORATION**

THIS INDENTURE made this 16th day of December, 2002, by and between LASERSHARP CORPORATION, a Delaware corporation having its principal office at 86 South Street, Hopkinton, Massachusetts, (the "Debtor"), STEWART F. GROSSMAN, c/o Looney and Grossman LLP, 101 Arch Street, Boston, Massachusetts 02110 (the "Assignee"), and the others who may become parties to this instrument, in accordance with the terms hereof (hereinafter called the assenting creditors).

WITNESSETH:

The Debtor does hereby grant, bargain, sell, convey, assign, transfer and set over unto the Assignee all and singular the property and estate of whatever nature, both real and personal, wherever situated, to which the Debtor is entitled, and not exempt from attachment by the law of its locus, including all land, buildings, machinery, merchandise, fixtures, office equipment and supplies, patents, trade-marks, licenses, trade names, secret processes and formulae; stock, bills, notes, assets, judgments, suits at law or in equity, accounts receivable, or other choses in action, and all deeds, books of account, evidence of title and papers relating to the business dealings and property of the Debtor. All mail of all classes, all parcel post and express material, all telegrams, radiogram-is and other communications otherwise deliverable to the Debtor shall be delivered to the Assignee or as he may in writing direct.

To Have and To Hold the real and personal estate and choses in action (hereinafter called the trust property) to the Assignee, his heirs, executors, administrators, successors and assigns, to his and their own use forever, in trust, nevertheless, for the purposes of, and subject to, the provisions hereinafter set forth.

The Debtor hereby covenants with the Assignee that it will, whenever requested, give him all information in its power concerning the property hereby assigned, and will execute, acknowledge and deliver to the Assignee, at the cost of the Assignee, whenever requested, any further instrument or instruments the Assignee may think necessary or proper to carry out the true intent and purpose of this Assignment.

The Assignee, by writing recorded where this Assignment is recorded, as an amendment thereto, may at any time refuse to accept any property or right hereunder which in his option is by law exempt from attachment or is onerous, unprofitable or burdensome, rather than beneficial, to the trust estate; thereupon all title thereto by him hereunder acquired shall revert in the Debtor as though never included herein, and as to that property or right the Assignee shall have no right or obligation.

The Debtor hereby constitutes the Assignee, and his successors under this trust, the attorney and attorneys irrevocable of the Debtor, with power irrevocable and coupled with an interest and with power of substitution, in the name of the Debtor, but to the use and at the cost of the Assignee, to begin or carry on any suit, execute, seal, acknowledge and deliver any instrument, and do any other act or thing necessary or proper to obtain legal title to or possession of or to realize on, manage, pledge, mortgage and dispose of the trust property or any part thereof, or to carry out the true intent and purpose of instrument.

This assignment is made upon the trusts and subject to the following provisions:

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First: The Assignee, primarily in the interest of creditors of the Debtor, shall hold and manage the trust property, receive and collect the rents, income and proceeds thereof, and convert the trust property into money as rapidly as he may think expedient, and in such manner as he may think best.

Second: The Assignee shall have the power, in the execution of this trust, from time to time, to sell, lease, mortgage or pledge all or any part or parts of the trust property and/or to grant licenses thereunder at public or private sale, for cash or on credit or for any other good consideration, on such terms as he may think fit, and to convey and transfer the same by good and sufficient deeds or other instruments to the purchaser or purchasers, free from any trust, and no such purchaser shall in any event be responsible for the application of the purchase money or other consideration; and the Assignee may buy in, rescind or vary any such contract of sale, and resell any such property, without being answerable for any loss occasioned thereby. The Assignee shall have the power, in the execution of this trust, from time to time, borrow funds which borrowings may be secured by trust property or on other terms as the Assignee may think fit. The Assignee shall have the power, in the execution of this trust, from time to time, employ accountants, attorneys, consultants, independent contractors and other professional, on such terms as he may think fit, at the cost of the trust.

Third: The Assignee may, if and so far as he may deem it advisable for the orderly liquidation of the trust estate as a going business, as well as to ensure reasonable liquidation value thereof, continue and carry on the business of the Debtor or any part thereof and for that purpose only use any part of the trust property, and make any payments therefrom or from the proceeds thereof and purchase any goods or materials and pay therefor with any money in his hands as the Assignee, or purchase the same on credit, and render the trust property liable for the price thereof.

Fourth: The Assignee may pay from the trust property from time to time any sums that he may deem expedient to protect and preserve the trust property, including payment for repairs, balances due for property purchased by the Debtor under conditional sales, premiums for life and other insurance, interest or encumbrances, wages of watchman and caretakers, charges for storage, and other expenses which he may deem for the benefit of the trust property, and including any wages due to employees entitled to a priority under the provisions of the Bankruptcy Code at the time of the making of this assignment so far as the Assignee may, in his discretion, deem the payments reasonable to protect and preserve the business, or any part of the trust estate.

Fifth: The Assignee may institute and prosecute all suits or legal proceedings which he may think proper for the recovery of any property belonging or supposed to belong to or any debt or debts due or supposed to be due to the Debtor and may defend all suits or legal proceedings brought to recover any property hereby transferred to her, and may compromise, compound or refer to arbitration any such suit or legal proceeding or claim or demand by or against his or arising out of the execution of this trust, on such terms as he may think fit, and may pay all costs, charges, expenses and liabilities so incurred from the trust property.

Sixth: The Assignee may in his discretion, from time to time, from the trust property or the proceeds thereof pay and discharge any claim for taxes, whether Municipal, State or Federal, existing, and may pay to any person having a mortgage, lien, attachment or other security upon the trust property, or any part thereof any sum he may deem expedient in order to secure the

relinquishment thereof, and may cause such mortgage lien, attachment or other security to be discharged, or to be assigned to or otherwise kept in force for her, and for the benefit of the trust property, and may satisfy and discharge any other debt or debts due by the Debtor which he may deem expedient for the benefit of his trust.

Seventh: The Assignee may make payment or do or omit any other act upon such evidence of the existence of any fact necessary to authorize such act or omission as he may deem satisfactory, and shall incur no liability thereby. Any receipt or acquittance given by the Assignee shall be a sufficient discharge in favor of the person to whom it is given, and no person dealing with the Assignee shall under any circumstances be bound to ascertain or inquire as to any fact or event or purpose justifying the exercise of any power herein conferred upon the Assignee, or the propriety or regularity of any exercise of or act purporting to be an exercise of any such power.

Eighth: Any person having any debt or claim that would be allowable in bankruptcy against the estate of the Debtor, under the bankruptcy laws of the United States, may become a party to this instrument to the extent of such debt or claim as an assenting creditor, by executing the same or any copy thereof, or by specifically assenting to the same in writing in form satisfactory to the Assignee within one hundred twenty (120) days after the date hereof, or within such further time as the Assignee may fix; and the Assignee may from time to time as often as he may think fit extend such time by notice in writing, and may at any time in his discretion permit any creditor to become a party hereto though no such extension of time has been made by her. Any creditor not executing or accepting this instrument shall not be entitled to any benefit herefrom.

Ninth: Any creditor assenting hereto, filing a claim hereunder, or participating herein in any manner, and notwithstanding that such creditor may be a member of a creditor's committee or have a representative thereon, may not be a petitioning creditor in any proceedings in bankruptcy which may be filed against the Debtor.

Tenth: Any person secondarily liable as endorser or otherwise on any note, draft, acceptance or other obligation in which any Debtor is primarily liable may become a party to this instrument as an assenting creditor, according to the terms hereof, provided such person has become the legal holder and owner of such note, draft, acceptance or obligation, not less than thirty days before any dividend shall be declared hereunder, and provided that no prior holder or owner of such note, draft, acceptance or other obligation has, in respect thereto, become a party to this instrument as an assenting creditor.

Eleventh: The Assignee shall determine the amounts of the debts or claims of each of the several assenting creditors, respectively due from the Debtor that would have been provable in bankruptcy against the Debtor. Such amounts shall be computed as if payable on the day of the date hereof adding or deducting interest, as the legal requirements of the case may be. The Assignee may for this purpose require the several assenting creditors to verify their respective claims by affidavit or other evidence satisfactory to the Assignee, and may refer any disputed claim to arbitration in such manner as he may think fit, and may make any compromise or agreement as to the amount thereof as he may think expedient.

Twelfth: In case any assenting creditor has any security for his debt by lien or encumbrance, except by attachment upon any part of the trust property made less than four months before the date of this instrument, the Assignee shall deduct the value of such security, determined by sale or otherwise, from such debt or claim, and the balance shall be deemed for the purposes of this instrument the amount due such creditor; or the Assignee may accept a

surrender of such security, and ascertain the amount due without any such deduction. In case of security by attachment made less than four months before the date of this instrument upon any part of the trust property, such assenting creditor shall relinquish such attachment, or continue the same for the benefit of the Assignee, and permit him to enforce the same for the benefit of the trust estate; otherwise no part of the claim secured by the attachment shall be allowed by the Assignee, and such creditor shall not be entitled to any rights hereunder in respect thereof; but the Assignee may, pursuant to Article Sixth above, pay any sum, for costs or otherwise, necessary to secure the relinquishment of such attachment.

Thirteenth: After paying from the trust property, or the proceeds thereof, all the costs, charges and expenses incurred in the execution of this trust, including counsel fees and a reasonable compensation for his own services, the Assignee shall pay therefrom (1) all claims entitled to priority under any federal, state or local law or regulation, including, but not limited to, those claims afforded priority under 31 U.S.C. §3713; (2) all wages, taxes, debts and claims entitled to priority under the bankruptcy laws of the United States, in order of such priority, in full, or, if the property is insufficient to pay any class in full, then pro rata among that class; (3) after such preferred payments, the amounts ascertained to be due to the assenting creditors not entitled to priority pro rata, or, if the property is sufficient, in full, and if any surplus remains, interest on such amounts pro rata or in full to the time of payment; and (4) any balance remaining to the Debtor. As among assenting creditors of different classes, priority of payment shall be made according to the bankruptcy laws of the United States. Notwithstanding the forgoing, the Assignee may, from time to time, pay the fees, costs and charges of any professionals retained by the Assignee on behalf of the trust pursuant to Article Second, above.

Fourteenth: The Assignee may make the payments provided for by either dividends from time to time as he shall think fit or by making a single distribution when all of the trust property has been converted into money, and shall so far as practicable, assist the Debtor, and also the assenting creditors hereunder, to arrive at a satisfactory compromise or settlement of the debts owing by the Debtor, and is authorized to make payments in such manner and at such times as may hereafter be mutually agreed upon in such compromise agreement between the Debtor and the assenting creditors, if any shall be made.

Fifteenth: In case a petition in bankruptcy is filed by or against the Debtor within four months after the date of this instrument, and an adjudication is had in the proceedings therein, or in case a Assignee is appointed therein by the Bankruptcy Court prior to adjudication, or if proceedings for relief under the bankruptcy laws of the United States are filed by the Debtor by way of petition or answer within four months after the date hereof and the court accepts and retains control of such proceedings, the Assignee hereunder shall deliver and transfer to any such Assignee or other person entitled thereto so much of the trust property in his hands as such Assignee or such other person may by law be entitled to recover, except any property that the Assignee hereunder could not effectively transfer, reserving, however, such sums as are necessary to satisfy all reasonable expenses then already incurred in the execution of this trust, including a compensation for the Assignee, and to indemnify the Assignee against all liabilities then outstanding arising from this trust and thereupon the trust hereby created shall cease except as to the property, if any, not so transferred.

Sixteenth: No Assignee under this instrument, whether named herein or afterwards appointed as hereinafter provided, shall be liable for more money or property than he shall actually receive, or for any act or omission of a co-Assignee, if any, or of any agent or servant employed by the

Assignee, or in any event be liable except for his own personal and willful acts and omissions, nor shall any Assignee be bound to give any bond or security for the performance of this trust.

Seventeenth: Any Assignee under this instrument may at any time, by instrument in writing and under seal, resign his trust and, upon such resignation taking effect, as hereinafter provided, shall be relieved of all further duties, and cease to have any further powers as Assignee hereunder. Any sole Assignee hereunder shall, before resigning his trust, appoint a co-Assignee as hereafter provided. In case of such resignation, or of a vacancy arising by death or inability to act, the remaining Assignee or Assignees, and, if none, then a majority in value of the assenting creditors, may, by instrument in writing under seal, appoint a successor to fill such vacancy. The Assignee hereunder may at any time, in his discretion, in like manner appoint one or more co-Assignees to act with her. Every resignation of an Assignee and appointment of a new Assignee shall be recorded wherever this instrument is recorded, and shall not take effect until so recorded. Upon the appointment of any person as an Assignee as above provided, such person shall forthwith upon written acceptance of this trust become entitled to all the estates, interests, rights, privileges and powers, and subject to all the liabilities and duties, herein provided, solely or jointly with any other person or persons then entitled as Assignee or Assignees hereunder, as the case may be, without any further conveyance or deed; but any Assignee ceasing to act, and the heirs, executors and administrators of any deceased Assignee, shall upon written request execute any further instrument that may be deemed expedient completely to vest title in any newly appointed Assignee.

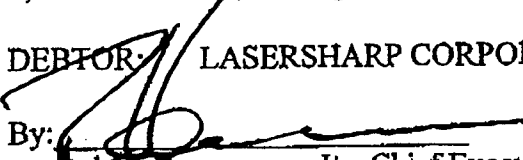
Eighteenth: The Assignee hereby accepts the trust created by this instrument, and hereby covenants for herself and his heirs, executors and administrators, with the other parties hereto, that he will faithfully perform the trust, and that, upon ceasing to act as such Assignee, he or his heirs, or executors, or administrators, will, if requested, execute at the expense of the trust estate any instruments that may be deemed expedient completely to vest their title in any newly appointed Assignee or Assignees.


Nineteenth: Each of the assenting creditors, becoming such as provided in Articles Eighth and Ninth above, by becoming a party hereto, and in consideration of the terms thereof, covenants to accept and take, and does accept and take, in full satisfaction and discharge of all debts and claims provable or allowable under the terms of this instrument, the sum or sums that may become payable to his hereunder, and releases the Debtor from every such debt or claim and these presents may be pleaded in bar of any proceeding to enforce any such debt or claim; and covenants, upon request from the Assignee, to discontinue any suit or proceeding pending against the Debtor, or to permit the Assignee to prosecute the same for the benefit of this trust if he shall so elect; provided, however, that this covenant and release shall in no wise affect the liability to such creditor of any person other than the Debtor liable for any such debt or claim contingently or absolutely or jointly with the Debtor, or the right of such creditor to proceed or continue proceedings against such other person, but, in case the Debtor is a necessary party to such proceeding, satisfaction therein shall be taken only against such other person; and provided, further, that in case of proceedings in bankruptcy as provided in Article Fifteenth above, this release and these covenants shall be void except as to the amount of any sum actually received hereunder. And each of the assenting creditors further covenants as aforesaid not to transfer, after accepting this assignment, any negotiable instrument on which the Debtor is liable, without endorsing thereon a memorandum that the same is subject to this assignment.

Twentieth: Addenda, if any, to this indenture, signed by the Debtor and Assignee are incorporated herein by reference and made part hereof. All the provisions of this instrument shall

be binding on and in favor of the several heirs, administrators, successors and assigns of the several persons, partnerships, corporations, or other entities, parties hereto. In the construction of this instrument the words "Debtor," "Assignee" and "assenting creditors." and the pronouns referring thereto, shall be read in the singular or plural number, and in the masculine or feminine gender, or as referring to a corporation, as the facts and context may require or admit. The word "Assignee" wherever written or referred to, although expressed in singular number, shall apply to two or more Assignees, and their respective heirs, executors, administrators, successors and assigns, and, in the event a corporation is Assignee, shall apply to such corporation, its successors and assigns. The word "Debtor," wherever written or referred to, shall include an individual, individuals or a firm or a corporation or any other legal entity as the facts and context may require, although now in the singular number and referred to as impersonal.

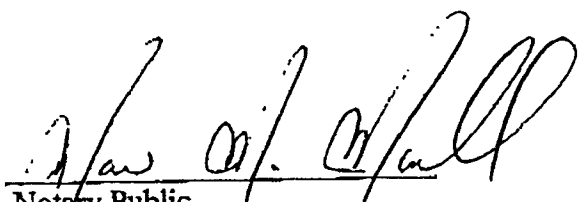
IN WITNESS WHEREOF LASERSHARP CORPORATION AS DEBTOR and STEWART F. GROSSMAN AS ASSIGNEE and the assenting creditors executing this instrument have, except such as are corporations, hereunto set their hands and common seal as their own, and each of the parties that is a corporation has caused these presents to be signed in its name and behalf, and its corporate seal to be hereto affixed by the officer of the corporation named as executing the same for it, such officer being thereunto duly authorized, this instrument being one of three original instruments, all of line tenor, and together, constituting one indenture.

DEBTOR: LASERSHARP CORPORATION  
By:  12/16/02  
Robert Hannemann, Its: Chief Executive Officer  
(duly authorized)

ACCEPTED BY ASSIGNEE: STEWART F. GROSSMAN  
  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 200

COMMONWEALTH OF MASSACHUSETTS

Then personally appeared before me this 16th day of December, 2002, Rob Hannemann, Chief Executive Officer of LASERSHARP CORPORATION and acknowledged this instrument to be the authorized free act and deed of the corporation.

  
Notary Public

MARVIA M. MURRELL, Notary Public  
My Commission Expires March 10, 2005