

08-02-2001



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U.S. Department of Commerce
Patent and Trademark Office

101796601

Attorney Docket No. B08590-00002

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

<p>1. Name of conveying party(ies): Astroflex Inc. 7.30.01</p> <p>Additional names of conveyed party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Bank of Montreal Street Address: 105 St. Jacques Street, 2nd Floor City: Montreal State: Quebec Zip: H2Y 1L6</p>
<p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: July 20, 2001</p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="text-align: right;">JUL 30 2001</p>
<p>4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is _____ A. Trademark Application No(s). B. Trademark Registration No(s). <u>2,399,715</u> 2,140,475 2,175,934</p> <p style="text-align: center;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Lawrence H. Meier Downs Rachlin & Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190 (802)863-2375</p>	<p>6. Total number of registrations involved: <u>3</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 120.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account</p> <p>8. Deposit account number: 04-1588</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>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.</p> <p><u>Lawrence H. Meier</u> <u>7/27/01</u> Date</p> <p style="text-align: right;">Total number of pages, including cover sheet <u>5</u></p>	

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ASSIGNMENT FOR SECURITY

Trademarks

WHEREAS, ASTROFLEX INC., a Canadian corporation (herein referred to as “Assignor”), has adopted, used and is using the trademarks listed in Exhibit A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Exhibit B attached hereto and made a part hereof (collectively, the “Trademarks”);

WHEREAS, Assignor is obligated to the BANK OF MONTREAL, a Canadian chartered bank (herein referred to as “Assignee”), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the “Agreement”) in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest to Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the “Collateral”), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

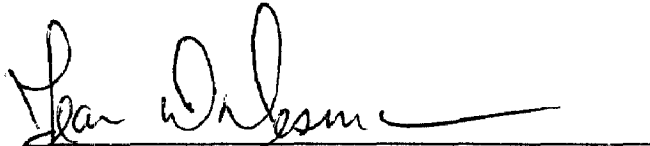
Assignee’s address is 105, St-Jacques Street, 2nd Floor, Montreal, province of Quebec, Canada, H2Y 1L6.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the 20th day of July, 2001.

ASTROFLEX INC.

By:



Name: Jean Desmarais

Title: President

DECLARATION OF CERTIFICATION

I, the undersigned, François Leblanc, advocate, certify that I have verified the identity, quality and capacity of the Borrower.

CERTIFIED at Montreal, Province of Quebec, on the twentieth (20th) day of July two thousand one (2001).

Name: François Leblanc

Quality: Advocate

Address: Pinonnault Torralbo Hudon
630, René-Lévesque boulevard West
suite 2700
Montreal (Quebec) Canada
H3B 1S6



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EXHIBIT A

UNITED STATES TRADEMARKS

Mark	U.S. Registration Number	Reg. Date	Renewal Date
Astrolock	2,399,715	October 31, 2000	October 31, 2006
MV802	2,140,473	March 3, 1998	March 3, 2004
Astro Start	2,175,934	July 28, 1998	July 28, 2004

EXHIBIT B

COMMON LAW TRADEMARKS AND TRADE NAMES

None.