

08-08-2001

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

S.N.D. Electronics, Inc. 8-201

- Individual(s)
- General Partnership
- Corporation-State NY
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: April 27, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as Agent

Internal

Address: _____

Street Address: One Landmark Square

City: Stamford State: CT Zip: 06901

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,068,371
2,068,396
2,361,490

Additional number(s) attached Yes No

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

Name: Gregory E. Harmer, Esq.

Internal Address: Robinson & Cole LLP

Street Address: 695 East Main Street

City: Stamford State: CT Zip: 06904

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1685

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gregory E. Harmer

Name of Person Signing

Gregory E. Harmer
Signature

7.31.01

Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/08/2001 TBI/21 00000036 2068317

01 FC:481
02 FC:482

40.00 DP
50.00 DP

TRADEMARK
REEL: 002343 FRAME: 0244

**GRANT OF SECURITY INTEREST IN AND MORTGAGE
OF UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, S.N.D. ELECTRONICS, INC., a New York corporation (the "Grantor"), hereby assigns, grants and mortgages to FLEET NATIONAL BANK, as Agent, with principal offices at One Landmark Square, Stamford, CT 06901 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below), and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

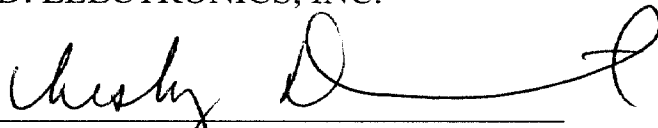
THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Borrower Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee dated as of April 27, 2001 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Commitment Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Marks granted under this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement
as of April 27, 2001.

Grantor:

S.N.D. ELECTRONICS, INC.

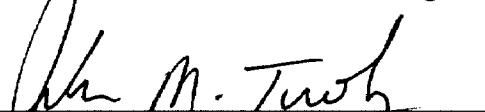
By 

Lesly J. Derencourt

Title: Chief Financial Officer

Grantee:

FLEET NATIONAL BANK, as Agent

By 

John M. Tuohy

Title: Vice President

<u>REG. NO.</u>	<u>REG. DATE</u>
2,068,371	June 10, 1997
2,068,396	June 10, 1997
2,361,490	June 27, 2000

Schedule A

TRADEMARK
REEL: 002343 FRAME: 0247

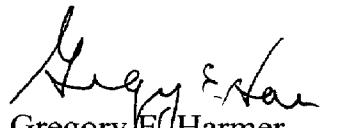
August 2, 2001

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We also enclose a copy of Form 1594 and a self-addressed, stamped envelope and ask that you date-stamp the form and return it to us. Please telephone if you have any questions regarding this filing.

Thank you for your cooperation.

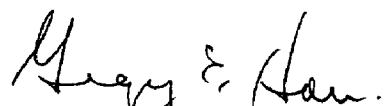
Sincerely yours,


Gregory E. Harmer

Enclosures

Certificate of Mailing

I, Gregory E. Harmer, do hereby certify that the foregoing identified documents are being deposited with the United States Postal Service as Express Mail postage prepaid, in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231-3513.



Gregory E. Harmer

EK197965604US
Express Mail Label Number

August 2, 2001
Date of Deposit