

08-17-2005

RECC
TF



2005260-0002

103063402

To the Director of the U. S. Patent and Trade

Documents or the new address(es) below.

50-51-9

1. Name of conveying party(ies):

Bernard Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MicroActive Corp.

Internal _____

Address: _____

Street Address: 2301 Robb Drive

City: Reno

State: NV

Country: USA

Zip: 89523

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) July 28, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
75/121,072

B. Trademark Registration No.(s)
2,249,956

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MICROSPHERE

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

Name: Charles E. Lyon, DPhil

Internal Address: Choate, Hall & Stewart LLP

Street Address: Two International Place

City: Boston

State: MA Zip: 02110

Phone Number: 617-248-4793

Fax Number: 617-248-4000

Email Address: clyon@choate.com

6. Total number of applications and registrations involved:

26

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,040

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-1721

Authorized User Name Charles E. Lyon

9. Signature:

Signature

August 9, 2005

Date

Charles E. Lyon, DPhil
Name of Person Signing

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

08/16/2005 BYRNE

0000063 75121072

01 FC:0521
02 FC:8522

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/16/2005 BYRNE
0011212400
Name/Number 75121072 \$375.00 CR
FC: 9204

CONTINUATION OF ITEM 4

A. IDENTIFICATION OF TRADEMARK	B. APPLICATION NO.	C. REGISTRATION NO.
MICROLÏTE	75/829,517	2,813,294
MICROATMOSPHERE	75/139,984	
MICROATMOSPHERE	76/105,247	2,475,812
MICROGARDE	74/687,639	
MICROGARDE	76/173,645	2,640,637
FOOTGARDE	76/114,195	
SUPERGARDE	76/217,584	
KEVLON	75/388,320	2,678,373
PROTEK	74/020,088	1,781,253
PRO TEK	75/314,132	2,540,709
PROTECT	75/314,133	2,678,373
PROTEK EASYFIT	76/397,915	
PROTEK EASYFIT	78/320,461	
EASYFIT	76/397,194	
PERMAGARDE	75/039,573	2,350,404
MICROGARDE	74/687,639	
BTI MICROGARDE	75/234,061	2,567,655
BERNARD TECHNOLOGIES, INC.	75/877,012	
COSPHERE	76/176,355	
KILLER PACKAGING	75/240,084	
KILLER PACKAGING	76/213,083	
KILLER PACKAGING	78/582,282	
TIGER TOES	76/113,297	
SANSKRIT LOGO	75/877,444	2,541,348
ROAD WARRIOR	76/174,544	2,800,759
JUNGLE ROT	76/219,589	
RADIANT	78/284,255	

ASSIGNMENT

July 28, 2005

Bernard Technologies, Inc. (the "Company") commenced a voluntary case for reorganization under Chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330, in the United States Bankruptcy Court for the District of Delaware. The Bankruptcy Court subsequently converted the case to a liquidation under Chapter 7 of the Bankruptcy Code and has approved the appointment of Mr. George L. Miller as Chapter 7 Trustee (the "Trustee").

The undersigned George L. Miller, in his capacity as Trustee of the Company, hereby confirms that by virtue of an Asset Purchase Agreement (as amended, the "Purchase Agreement") entered into as of June 12, 2005 by the Trustee, and MicroActive Corp., a Delaware corporation (the "Purchaser"), the Company has:

Sold, assigned and transferred to the Purchaser, successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the Company's entire right, title and interest for the United States and all foreign countries, in and to any and all trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof (including those identified in Schedule A attached hereto) together, to the extent applicable, with (i) all of the goodwill associated therewith, (ii) all income, royalties and payments due or payable with respect thereto for the period commencing on the date hereof and (iii) all claims for damages by reason of past, present or future infringement or other unauthorized use thereof (hereinafter collectively referred to as the "Marks");

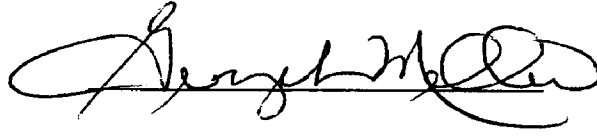
And further agrees that said Assignee may apply for and register said Marks in its own name; and when requested, without charge to but at the expense of said Assignee, agrees to carry out in good faith the intent and purpose of this assignment by executing such additional instruments as may be necessary or desirable to confirm such assignment to Assignee, by communicating to said Assignee all facts known to/relating to said Marks and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper protection for said Marks and for vesting title to said Marks in said Assignee;

And further covenants with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by him or by the Company, and that full right to convey the same as herein expressed is possessed by him/her.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written

George L. Miller, in his capacity as Chapter 7
Trustee of Bernard Technologies, Inc.



STATE OF Pennsylvania
COUNTY OF Philadelphia SS.

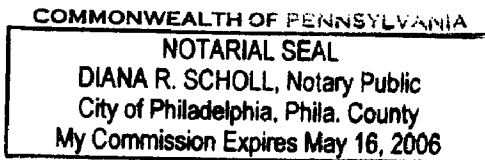
Before me this 28th day of July, 2005, personally appeared George L. Miller, known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged that he/she executed the same as his/her free act and deed for the purposes therein contained.



NOTARY PUBLIC

[Notary's Seal Here]

My Commission Expires: May 16, 2006



SCHEDULE A

“MICROSPHÈRE”		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/121,072	2,249,956
Europe	002273571	002273571
UK	2153457	
Germany	39760428.9	39760428
France	97/709144	
France	99/790960	99 790 960
Australia	750858	750858
Japan	10-16643	
Singapore	S/15518/97	T97/15518A
Singapore	7235/98	T98/07235B
Hong Kong	97 17649	09695 OF 1999
Taiwan	86063272	837336
Malaysia	98/02488	98/002488
China	9800022538	1305244
India	782454	
Indonesia	D97 28281	428950
Thailand	357133	86559

"MICROLITE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/829,517	2,813,294
Canada	1,090,825	
Europe	002064137	002064137
Norway	2001 01498	217,108
Hong Kong	2001/01661	B07270/2002
Singapore	01264/01	T01/01264C
China	2001/017426	
Japan	2001-8687	4,694,986
Taiwan	90002598	1021438
Thailand	446565	
Mexico	472656	738,870
Brazil	823544524	
South Africa	2001/01572	

"MICROATMOSPHERE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/139,984	
US	76/105,247	2,475,812

"MICROGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	74/687,639	
US	76/173,645	2,640,637
Europe	002058741	002058741
UK	2048429	2048429
Germany	39550871.1	39550871
France	95/601141	95601141
Japan	7-128484	4,346,460
Singapore	S/12058/95	T95/12058E

"MICROGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
Singapore	S/3661/98	T98/03661E
Hong Kong	9716476	11917
Australia	715891	715891
Taiwan	85042213	794098
Malaysia	96/13064	96013064
Malaysia	98/02299	9800229
China	9800022537	1305345
India	782451	
Indonesia	D97 28282	428940
Thailand	356566	85696

"FOOTGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/114,195	
Thailand	431081	
Singapore	15340/00	T00/15340E
Japan	2000-98545	4,449,210
Australia	848019	
Philippines	4-2000-0008012	

"SUPERGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/217,584	
UK	2264290	
China	2001046253	
Australia	869129	
Japan	2001-25850	4,538,965
Hong Kong	2001/04130	
India	1023704	

"KEVLON"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/388,320	2,678,373
China	3682950	
Taiwan	092046854	1109878
Hong Kong	300055845	
Singapore	T03/11644F	T03/11644F
Japan	2003-67671	
South Korea	2003-34555	608529

"PROTEK"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	74/020,088	1,781,253

"PRO TEK"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/314,132	2,540,709

"PROTECT"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/314,133	2,678,373
Singapore	1229/99	T99/01229I

"PROTEK EASYFIT"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/397,915	
US	78/320,461	
UK	2347722	
Singapore	T03/17711I	T03/17711I
Singapore	T03/17712G	T03/17712G
Singapore	T03/17713E	T03/17713E
China	3799111	
China	3799112	

"PROTEK EASYFIT"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
Japan	2003-97688	
South Korea	2003-48154	
Thailand	537257	
Thailand	537258	
Hong Kong	300104930	
Israel	167781	
Israel	167782	
Chile	631655	694350

"EASYFIT"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/397,194	

"PERMAGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/039,573	2,350,404

"MICROGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	74/687,639	

"BTI MICROGARDE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/234,061	2,567,655

"BERNARD TECHNOLOGIES, INC."		
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US	75/877,012	

"COSPHÈRE"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.

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US	76/176,355	

"KILLER PACKAGING"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/240,084	
US	76/213,083	
US	78/582,282	

"TIGER TOES"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/113,297	

"SANSKRIT LOGO"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	75/877,444	2,541,348

"ROAD WARRIOR"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/174,544	2,800,759

"JUNGLE ROT"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	76/219,589	

"RADIANT"		
COUNTRY	APPLICATION NO.	REGISTRATION NO.
US	78/284,255	