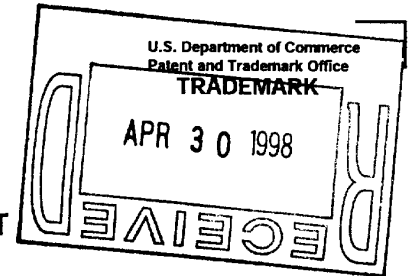


FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-14-1998



100710018



4/30/98

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
04231998

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

05/11/1998 DCOATES 00000140 74571584

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 125.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1724 FRAME: 0983

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

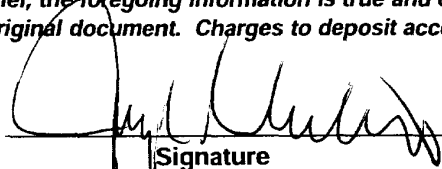
Yes

No

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. Charges to deposit account are authorized, as indicated herein.

JOSEPH R. MILLER



04/24/98

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 23rd day of April, 1998, by and between **ATLANTEK, INC.**, a Rhode Island corporation with its principal place of business at 11 High Street, Wakefield, Rhode Island 02879 ("Borrower"), and **FLEET NATIONAL BANK**, a national banking association with a place of business at 111 Westminster Street, Providence, Rhode Island 02903 ("Lender").

BACKGROUND. Borrower has executed and delivered to Lender: (a) a certain Revolving Credit Note dated of even date herewith in the maximum principal amount of Two Million Dollars (\$2,000,000) (the "Revolving Credit Note"); and (b) a certain Term Note dated of even date herewith in the original principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Term Note" and, together with the Revolving Credit Note, the "Notes"), both pursuant to a certain Loan and Security Agreement dated as of even date herewith between Borrower and Lender, as the same may be amended from time to time (the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to extend to Borrower the loan facilities pursuant to the Loan Agreement, Borrower agrees, for the benefit of Lender, as follows:

1. Security Interest. To secure the complete and timely satisfaction of all Obligations, Borrower hereby assigns, pledges and grants to Lender a continuing security interest in and to Borrower's right, title and interest in and to the following property (the "Collateral"), whether now owned or hereafter existing or acquired: trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos, goodwill and rights in trademark applications, trademarks, service marks, trade names, trade styles, logos and goodwill owned by others (collectively, the "Trademarks") which, in the case of trademark or trademark applications, are now or hereafter issued by or filed with the United States Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the trademarks and trademark applications listed on Exhibit A attached hereto and made a part hereof, including, without limitation, all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations in part thereof including all licenses relating to the Trademarks acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time.

2. Borrower's Covenants and Representations. Borrower covenants and warrants to Lender that, to the best of its knowledge:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable and Borrower has notified Lender in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) To the best of Borrower's knowledge, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances except as disclosed in the Loan Agreement, including, without limitation, licenses and covenants by Borrower not to sue third persons; and

(d) Borrower has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of Lender in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender pursuant to the Loan Agreement. The Loan Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. No Further Assignment. Borrower agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Borrower's obligations under this Agreement, without Lender's prior written consent.

5. Additional Collateral. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new trademark application or trademark, or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension or continuation in part of any Trademarks or any improvement on any Trademarks, the provisions of Section 1 hereof shall automatically apply thereto and Borrower shall give to Lender prompt notice thereof in writing. Borrower authorizes Lender to modify this Agreement by amending Exhibit A to include any such future trademarks and trademark applications.

6. Lender's Rights Upon Default. If any Event of Default shall have occurred and be continuing, Lender shall have, in addition to all other rights and remedies given it by this

Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Rhode Island or elsewhere, the whole or from time to time any part of the Trademarks, or any interest which Borrower may have therein, and after deducting from the proceeds (including all reasonable expenses for brokers' fees and legal services), shall apply the remainder of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Borrower. Notice of any sale or other disposition of the Trademarks shall be given to Borrower at least thirty (30) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Notes or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released.

7. Attorney-in-Fact. Upon the occurrence of an Event of Default and at any time thereafter, Borrower hereby appoints Lender as its attorney-in-fact (without requiring Lender to act as such) to execute and file such assignments of the Trademarks in the name of Borrower with the United States Patent and Trademark Office or any similar office or agency of any other country as it may deem appropriate, and to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce, the Trademarks.

8. Acknowledgment. At such time as Borrower shall completely satisfy all of the Obligations, Lender shall execute and deliver to Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

9. Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or relating to the Trademarks, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the Floating Rate (as defined in the Revolving Credit Note).

10. Trademarks to be Issued; Lender's Expenses. Borrower shall have the duty, through its usual trademark or such other trademark counsel as may be acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for

trademarks, unless Borrower, in its reasonable discretion, believes that to do so would not be in Borrower's best interest from a technical or competitive viewpoint, and to preserve and maintain all rights in trademark applications and the Trademarks; provided, however, that nothing herein shall require Borrower to bring or to defend any suit to enforce the Trademarks or any license thereunder. Any expenses incurred in connection with such an application shall be borne by Borrower. Subject to the foregoing, Borrower shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender.

11. Enforcement. Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and any license thereunder, in which event Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Rights and Remedies. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.

16. Assignment. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

17. Applicable Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Rhode Island.

WITNESS the execution hereof under seal as of the day and year first above written.

WITNESS:

Dennis Jaur

ATLANTEK, INC.

By: Harold Schofield
Its: PRESIDENT

WITNESS:

Stephen J. Craven

FLEET NATIONAL BANK

By: Stephen J. Craven
Stephen J. Craven
Vice President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence in on the 23rd day of April, 1998, before me personally appeared Harold Schofield, President of Atlantek, Inc., to me known and known by me to be the person executing the foregoing instrument and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed and the free act and deed of Atlantek, Inc.

Dennis Robert Jaur
Notary Public DENNIS ROBERT GAURON
My Commission Expires: 7/5/2000

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 23rd day of April, 1998, before me personally appeared Stephen J. Craven, Vice President of Fleet National Bank, known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Fleet National Bank.

Stephen J. Craven
Notary Public
My commission expires: _____

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JOSEPH R. MILLER
NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 30, 2001

EXHIBIT A

TRADEMARKS AND TRADEMARK APPLICATIONS

TRUCARD	App. #74,571,584
THINBADGE	App. #75,297,831
BADGEMATE	App. #75,297,833
SUPERTRAK	Reg. #1,235,640
GULTON WELLOGGER WIDEBODY	Reg. #1,689,519
GULTON GEOLOGGER	Reg. #1,690,737
GULTON WELLOGGER	n/a