BOX ASSIGNMENTS MWD

TRADEMARKS ONLY 5-13-98

05-20-1998

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Keep within borders

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lemarks
thereof.

1. Name of Party(ies) conveying an interest:

Rheodyne, L.P.

Entity:

[ ] Individual(s) [ ] Association

[ ] General Partnership [X] Limited Partnership

[ ] Corporation-State CA

[ ] Other

3. Interest Conveyed:

[ ] Assignment [ ] Change of Name

[X] Security Agreement [ ] Merger

[ ] Other

Execution Date

February 18, 1998

ing an interest:

Name:
Creditanstalt Corporate Finance, Inc.

Address:
Two Greenwich Plaza
Greenwich, CT 06830-6832

Entity:

[ ] Individual(s) [ ] Association

[X] Corporation-State DE [ ] General Partnership [ ] Limited Partnership

[ ] Other

Citizenship
United States

If not domiciled in the United States, a domestic representative designation is attached:

[ ] Yes

[X] No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? [ ] Yes [X] No

A. Trademark Application No.(s)
SN 75/290,540

B. Trademark Registration No.(s)
RN 1,201,838 RN 1,993,024
RN 1,652,284

5. Please mail documents back to:

Pillsbury Madison & Sutro LLP
1100 New York Avenue, N.W.
Washington, D.C. 20005-3918

6. Number of applications and registrations involved: 4

7. Amount of fee enclosed: $ 115.00

8. If above amount is missing or inadequate, charge deficiency to our Deposit Account No. 03-3975 under Order No. 16075 / 233/0010/CAT/RLT
C# M#

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.

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)	7

Cydney Tune

Signature

Attorney: Cydney A. Tune
Date: 5/13/98
Atty/Sec:

Tel: (415) 983-6443
Fax: (415) 983-1200

NO30 11/1996

File in DUPLICATE with post card receipt

^DOCNUM^

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("this Agreement") entered into as of February 18, 1998 by and among RHEODYNE, L.P., a California limited partnership with a business address of 6815 Redwood Dr., Cotati, California (together with its successors and assigns, the "Grantor"), THE FINANCIAL INSTITUTIONS PARTY HERETO (collectively, the "Banks"), and CREDITANSTALT CORPORATE FINANCE, INC., a Delaware corporation, with a business address of Two Greenwich Plaza, Greenwich, CT 06830-6832, as Agent for the Banks (the "Agent," and, together with the Banks, collectively the "Grantee").

RECITALS

A. Grantor owns the patents listed on Schedule 1 annexed hereto and the trademarks and trademark registrations listed on Schedule 2 annexed hereto.

B. Grantor and Grantee are parties to a Credit Agreement and a Collateral and Security Agreement, both of even date herewith (such agreements, as each may be amended, supplemented or otherwise modified and in effect from time to time in accordance with their terms, being collectively referred to herein as the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Banks under and as defined in the Credit Agreement. Capitalized terms used herein without definition have the meanings ascribed to them in the Credit Agreement (i.e., in either the Credit Agreement or the Collateral and Security Agreement).

C. Pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark registrations, trademark applications and trademark licenses, and all products and proceeds thereof, to secure Grantor's performance and discharge of the Secured Obligations. The Credit Agreement requires, as a condition to the Grantee's obligations to extend credit thereunder, the execution and delivery of this Agreement in order to further secure Grantor's performance and discharge of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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AGREEMENT

1. Grant of Security Interest. In order to secure the due and punctual payment and performance of each and all of the Secured Obligations, Grantor does hereby grant, transfer, convey and assign to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent/Trademark Collateral"), whether presently existing or hereafter created or acquired:

a. each patent, including, without limitation, each patent referred to in Schedule 1 annexed hereto (the "Patents"), together with any reissues, continuations or extensions thereof;

b. all products and proceeds of the foregoing, including, without limitation, all license royalties and any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 annexed hereto;

c. each trademark and trademark registration, including, without limitation, each trademark and trademark registration referred to in Schedule 2 annexed hereto (the "Trademarks"), together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark and trademark registration;

d. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any trademark or trademark registration; and

e. all Accounts, Inventory, Equipment, Intellectual Property, Sales Proceeds, general intangibles and other Collateral related to the foregoing.

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2. Representations, Warranties and Agreements. Grantor represents and warrants that:

a. the Patents and the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

b. no written claim (and, to the best of Grantor's knowledge, no oral claim) has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person;

c. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and each of the Trademarks, free and clear of any pledges, assignments, licenses, registered user agreements and covenants by assignor not to sue third persons;

d. Grantor has the unqualified right to enter into this Agreement and perform its terms; and

e. All of Grantor's patents are listed on Schedule 1 annexed hereto, and all of Grantor's registered trademarks are listed on Schedule 2 annexed hereto.

3. Future Rights. If, before the Secured Obligations shall have been satisfied in full, Grantor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations or applications, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or any improvement on any patent, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to the Agent prompt written notice thereof. Grantor hereby authorizes the Agent, with prompt notice thereof to the Grantor, to modify this Agreement by amending Schedule 1 and/or 2, as applicable, to include any future patents, patent applications, trademarks, trademark applications, or trademark registrations, which constitute Patent/Trademark Collateral under this Agreement.

4. No Inconsistent Agreement. So long as any of the Secured Obligations remains outstanding, Grantor shall not enter into any agreement (for example, a license agreement) that is inconsistent with Grantor's obligations under this Agreement; provided, however, that Grantor may grant licenses of the Patents and Trademarks and of any future Patent/Trademark Collateral for limited purposes in the course of Grantor's normal business activities which do

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not, taken together with the value of the consideration receive therefor, materially impair the value of the Patent/Trademark Collateral.

5. Right to Sue. Unless and until an Event of Default shall have occurred and be continuing, Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any Patent/Trademark Collateral.

6. Appointment. If an Event of Default shall have occurred and be continuing, Grantor hereby authorized and empower the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patent/Trademark Collateral, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of all or part of the Patent/Trademark Collateral to anyone else. Such power of attorney shall be coupled with an interest and irrevocable for the life of this Agreement.

7. Cumulative Rights and Remedies. The security interest under this Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement and is subject to the provisions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent/Trademark Collateral are and shall be, to the full extent permitted by law, as set forth in the Credit Agreement and the other Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All of the Agent's and Grantee's rights and remedies with respect to the Patent/Trademark Collateral, whether established hereunder or by the Credit Agreement or by any other Loan Documents or by law shall be cumulative and may be exercised singularly or concurrently.

8. Incorporation of Express Miscellaneous Provisions From Collateral and Security Agreement. In addition to the foregoing general incorporation by reference of all applicable provisions of the Credit Agreement and the other Loan Documents, Grantor hereby expressly incorporates each and all of the "Miscellaneous" provisions of Article 8 of the Collateral and Security Agreement, but made applicable to this Agreement by substituting the word "Grantor" for "Debtor", "Grantee" for "Secured Parties", and "this Agreement" for "this Collateral Agreement." For all other purposes of Paragraphs 7 and 8 hereof, all references in the Credit Agreement to "Debtor", "Secured Parties" and any title

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of any Loan Document shall be deemed references, respectively, to "Grantor", "Grantee" and "this Agreement" where the context requires.

This Agreement has been executed and delivered in, and shall be governed by and constructed in accordance with the laws of, the State of California.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized signatory as of the 18th day of February, 1998.

RHEODYNE, L.P.

By Pivot Point Investors I, L.P., Its General Partner

By Pivot Point Capital Investors I, Inc., Its General Partner

By: _____
James C. Noonan
President

CREDITANSTALT CORPORATE FINANCE, INC., as a Bank

By: _____

Its: Senior Vice President

CREDITANSTALT CORPORATE FINANCE, INC., as Agent

By: _____

Its: VICE PRESIDENT

Schedule 2 to Patent and Trademark Security Agreement

TRADEMARK REGISTRATIONS

Mark (Country)	Reg. No.
United States (RHEODYNE "Wavy R" Logo)	1,201,838
United States (RHEFLEX)	1,652,284
United States (RHEBUILD)	1,993,024

TRADEMARK APPLICATIONS

	Application No.
United States (LabPRO Logo)	75/290,540

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