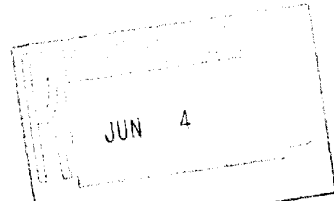


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FORM PTO-1594
1-31-92

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
Haydon Switch & Instrument, Inc.
1500 Meriden Road
Waterbury, Connecticut 06705
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (Delaware)
 Other _____
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party(ies):
Name: Fleet National Bank
Internal Address: _____
Street Address: 777 Main Street
City: Hartford State: CT ZIP: 06103
 Individual(s) citizenship _____
 Association national banking
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 29, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)
Additional numbers attached? Yes No

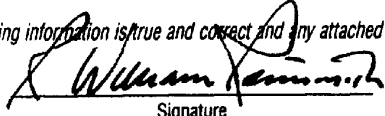
B. Trademark registration No. (s) 815,373;
864,481; 1,198,481; 1,231,803

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: R. William Reinsmith
Internal Address: _____
Murtha, Cullina, Richter & Pinney LLC
Street Address: 185 Asylum Street
CityPlace I, 29th Floor
City: Hartford State: CT ZIP: 06103

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41): \$ 115.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: 08-1388
(Attach duplicate copy of this page if paying by deposit account)

06/05/1998 TTON11 00000181 081388 815373
01 FC:481 40.00 CH
02 FC:482 75.00 CH

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.
R. William Reinsmith
Name of Person Signing  Signature 6/3/98 Date

Total number of pages comprising cover sheet: 10

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231
Public burden reporting for this sample cover sheet is estimated to average 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011).

TRADEMARK SECURITY INTEREST AGREEMENT

WHEREAS, HAYDON SWITCH & INSTRUMENT, INC., a Delaware corporation having its offices at 1500 Meriden Road, Waterbury, Connecticut 06705 ("Grantor"), owns certain trademark properties; and

WHEREAS, Grantor has agreed to grant a first priority interest in such trademark properties to secure payment of amounts owing under a Revolving Credit, Term Loan and Security Agreement dated May 29, 1998 as the same may be amended, supplemented or modified from time to time (the "Loan Agreement"), between Grantor, Tritex Corporation, a Delaware corporation ("Tritex") and Tri-Tech, Inc. a Connecticut corporation ("Tri-Tech") (Grantor, Tritex and Tri-Tech collectively herein the "Borrower") and Fleet National Bank, a national banking association having an office at 777 Main Street, Hartford, Connecticut 06103 ("Grantee").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows.

1. GRANT. Grantor does hereby mortgage, pledge and grant to Grantee a security interest in all of Grantor's right, title and interest in, to and under the following:

- a) all United States trademarks and trademark registrations and foreign trademarks and trademark registrations, whether presently existing or hereafter arising or acquired, owned by Grantor including, without limitation, those listed in Schedule I hereto; and
- b) the goodwill of Grantor's business connected with and symbolized by the trademarks referred to in the above sub-paragraph 1(a).

The indicated assets enumerated in the above sub-paragraphs 1(a) and (b) are collectively called the "Collateral."

2. REPRESENTATIONS AND WARRANTIES. Grantor hereby represents and warrants that the list set forth in Schedule I hereto is a complete list of all extant United States trademarks and trademark registrations and all extant foreign trademarks and trademark registrations owned by Grantor; that, except for

the security interest granted to Grantee hereby, Grantor is the owner of all the Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made and will make no assignment, pledge, mortgage, or transfer of any of the Collateral or of the proceeds thereof; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on Grantor; that, except as heretofore disclosed to Grantee in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Grantor will defend its title to the Collateral against the claims of all persons whatsoever. Grantor hereby further represents and warrants that the Collateral has not been licensed and agrees that it will not grant any license in, to or under any of the Collateral without the prior written consent of the Grantee, which consent shall not be unreasonably withheld.

3. INDEBTEDNESS SECURED. This Agreement secures the Borrower's obligations under the Loan Agreement between the Grantor and the Grantee (except as otherwise defined herein, the terms defined in the Loan Agreement are used herein as therein

defined). This Agreement shall continue in full force and effect until terminated in accordance with the provisions of Paragraph 6 below.

4. USE AND OWNERSHIP PRIOR TO DEFAULT. Unless and until an Event of Default shall occur, Grantor shall retain the legal and equitable title to the Collateral, and shall have the right to use the Collateral in the ordinary course of the business of Grantor, but shall not be permitted to sell, assign, transfer, license or otherwise encumber the Collateral or any part thereof without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. Grantor shall not permit the abandonment or cancellation of any trademark registration without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed.

5. REMEDIES UPON OCCURRENCE OF EVENT OF DEFAULT. (a) Upon the occurrence of an Event of Default, Grantee shall have all of the rights and remedies provided under the Loan Agreement. Grantor will, in the event of a sale, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark

registrations including, without limitation, those listed in Schedule I hereof. In the event that Grantor should then fail or refuse to execute and deliver any or all documents necessary or advisable to record title to the Collateral in the name of the purchaser, Grantor does hereby irrevocably appoint Grantee its attorney-in-fact to execute any or all of such documents on Grantor's behalf.

(b) Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. TERMINATION. This Agreement, and the security interest of Grantee hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Grantee shall release to Grantor Grantee's security interest in the Collateral and, if requested by Grantor, shall execute and file in each office in which any financial statement, assignment or other instrument relative to the Collateral, or any part thereof, shall have been filed, a

termination statement, assignment or other appropriate instrument releasing Grantee's interest therein, all at the cost and expense of Grantor.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Interest Agreement to be executed by their duly authorized officers as of the 29th day of May, 1998.

HAYDON SWITCH & INSTRUMENT, INC.

FLEET NATIONAL BANK

By: B. Dubois

By: Timothy B. Curtin

Name: B. DUBOIS

Name: Timothy B. Curtin

Title: President

Title: Vice President

State of Connecticut)

) ss: Hartford

County of Hartford)

On this 29th day of May, 1998, personally appeared B. Dubois, to me known and known to me to be PRESIDENT of Haydon Switch & Instrument, Inc., a Delaware corporation, the party above named, and acknowledged that he/she executed the foregoing document on behalf of said of Haydon Switch & Instrument, Inc. and pursuant to authority duly received.

Rosalie M. Dezi
Notary Public

ROSALIE M. DEZI
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1999

TRADEMARK

State of Connecticut)

)

ss: *Hartford*

County of Hartford)

On this 29th day of May, 1998, personally appeared Timothy B. Curtin, to me known and known to me to be Vice President of FLEET NATIONAL BANK, a national banking association, the party above named, and acknowledged that he executed the foregoing document on behalf of said FLEET NATIONAL BANK and pursuant to authority duly received.


Notary Public

ROSALIE M. DEZI
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 1999

SCHEDULE I

1. US TRADEMARK: H-S-I (and design)
US REG. NO.: 815,373
REG. DATE: September 20, 1966
GOODS: electric motors and electric switches (Class 9);
unit counters (Class 9); electric clocks (Class 14)
APP. NO. 72/213,011
DATE FILED: March 1, 1965
2. US TRADEMARK: BIG INCH
US REG. NO.: 864,481
REG. DATE: February 4, 1969
GOODS: Electric Motors (Class 7)
APP. NO. 72/276,554
DATE FILED: July 21, 1967
3. US TRADEMARK: DESIGN ONLY
US REG. NO.: 1,198,481
REG. DATE: June 22, 1982
GOODS: electric motors not for land
vehicles (Class 7); electric switches
for controlling the flow of
electricity and unit counters (Class 9)
APP. NO. 73/315,277
DATE FILED: June 18, 1981

4. US TRADEMARK: DESIGN ONLY
US REG. NO.: 1,231,803
REG. DATE: March 22, 1983
GOODS: electric motors for land vehicles (Class 12)
APP. NO. 73/354,027
DATE FILED: March 11, 1982

TRADEMARK
REEL: 1736 FRAME: 0388

RECORDED: 06/04/1998