

09-17-1998

FORM PTO-1594

1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Fee required 0.00

100784507

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party(ies): MRD 9-17-98
 Photocircuits Corporation

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: First Union Commercial Corporation
 Internal Address: DC-4
 Street Address: 301 S. College Street
 City: Charlotte State NC ZIP 28288

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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: August 12, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark registration No.(s) 562,231
623,356
1,298,656

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Diane S. White
 Internal Address: _____
King & Spalding
 Street Address: 191 Peachtree Street
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 210.00 E
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

Diane S. White *Diane White* 9/15/98
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 1

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

481-40E
482-50E
484-120E

09/24/1998 DCOATES 00000119 562231

01 FC:481
02 FC:482
03 FC:484

Public burden ~~180.00~~ ^{40.00 OP} ~~50.00 OP~~ for this sample cover sheet is estimated to average about 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), Washington, D.C. 20503

TRADEMARK

Exhibit A

Trademark Rights

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PC and Design	562,321	July 29, 1952
Photocircuits - Stylized Letters	623,356	March 20, 1956
PC and Design	1,298,656	October 2, 1984

Patent Rights

<u>Patent</u>	<u>Registration Number</u>	<u>Registration Date</u>
Electrical Test Machine	5,570,027	October 29, 1996
Dual Air Knife for Hot Air Solder Leveling	5,593,499	January 14, 1997

COLLATERAL ASSIGNMENT
AND TRADEMARK AND PATENT SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK AND PATENT SECURITY AGREEMENT (this "Agreement"), made as of the 12th day of August, 1998, by PHOTOCIRCUITS CORPORATION, a New York corporation ("Grantor"), in favor of FIRST UNION COMMERCIAL CORPORATION, a North Carolina corporation ("FUCC"), in its capacity as agent for itself and the other lenders from time to time party to the "Loan Agreement" hereinafter referred to (FUCC and such other lenders, collectively "Lenders"; and FUCC, in such capacity as agent for Lenders, "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Grantor owns and uses certain patents filed in the United States Patent and Trademark Office, as more fully described on Exhibit "A" attached hereto and by reference made a part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Patent Rights"); and

WHEREAS, Lenders propose to make certain loans and advances to Grantor on the date hereof and hereafter, all pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith among Grantor, Lenders and Grantee (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement) which Loan Agreement constitutes an amendment and restatement of that certain Loan and Security Agreement, dated as of September 13, 1996, among Grantor, the Lenders named therein, and Grantee (the "Existing Loan Agreement"); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the Loan Agreement, Lenders have required that Grantor grant to Grantee, for the benefit of all Lenders, a security interest in and collateral assignment of the Trademark Rights and the Patent Rights;

NOW, THEREFORE, in order to induce Lenders to consummate the financial accommodations to Grantor provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants

to Grantee, for the benefit of all Lenders, a security interest in, and makes to Grantee, for the benefit of all Lenders, a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights and the Patent Rights. The Trademark Rights and the Patent Rights shall serve as collateral security to Grantee and Lenders for the payment of all Obligations of Grantor to Grantee and Lenders, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Grantee exercises the rights and remedies accorded to it under the Loan Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights and the Patent Rights, Grantor shall own, and may use and enjoy the Trademark Rights and the Patent Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that neither Grantee nor any Lender shall have any obligation or responsibility to protect or defend the Trademark Rights or the Patent Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark Rights or the Patent Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Grantee may do so in Grantor's name or in Grantee's name but at Grantor's expense, and Grantor hereby agrees to reimburse Grantee and Lenders for all expenses, including attorneys' fees, incurred by Grantee and Lenders in protecting, defending and maintaining the Trademark Rights and the Patent Rights owned by Grantor.


The security interest in and collateral assignment of the Trademark Rights and the Patent Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Grantee shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Grantee's interest in the Trademark Rights and the Patent Rights, all at the cost and expense of Grantor.

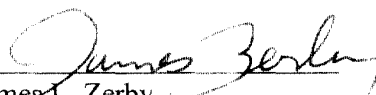
This Agreement amends and restates, in its entirety, that certain Collateral Assignment and Trademark Security Agreement, dated as of September 13, 1996, made by Grantor in favor of Grantee, pursuant to the Existing Loan Agreement, and recorded at Reel 1480, Frame 0557, on September 24, 1996, in the United States Patent and Trademark Office (the "Existing Collateral Assignment"). This Agreement is not intended to be, and shall not constitute, a novation of the Existing Collateral Assignment.

This Agreement shall inure to the benefit of Grantee and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, under seal as of the date first above written.

PHOTOCIRCUITS CORPORATION

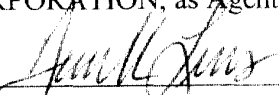
By: 
James L. Zerby
Chief Financial Officer

Attest: 
James L. Zerby
Secretary

[CORPORATE SEAL]

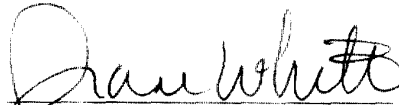
Accepted and agreed to:

FIRST UNION COMMERCIAL
CORPORATION, as Agent

By: 
Terri K. Lins
Vice President

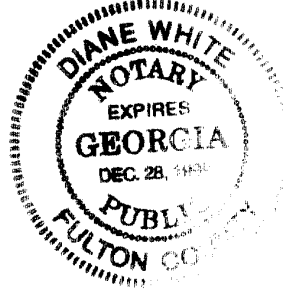
STATE OF GEORGIA
COUNTY OF FULTON

On this 12th day of August, 1998, before me appeared James L. Zerby, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his capacities as Chief Financial Officer and Secretary of PHOTOCIRCUITS CORPORATION, who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.


Notary Public

Commission Expiration Date:

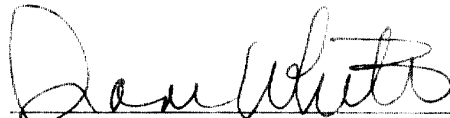
[NOTARIAL SEAL]



STATE OF GEORGIA

COUNTY OF FULTON

On this 12th day of August, 1998, before me appeared Terri K. Lins, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Vice President of FIRST UNION COMMERCIAL CORPORATION, who acknowledged that she signed same as a free act for and on behalf of the identified corporation with authority to do so.



Notary Public

Commission Expiration Date:

[NOTARIAL SEAL]

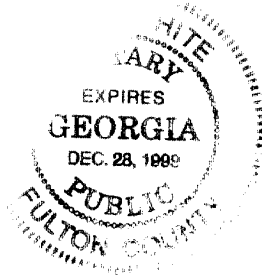


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