

REC
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07-17-1998



SHEET

To the Honorable Commissioner of Patents

100798246

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Sensitech, Inc.
800 Cummings Center
Beverly, MA 01915

Individuals Association
 General Partnership Limited Partnership
 Corporate-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: One Federal Street
City: Boston State MA ZIP 02110

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Bank

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: June 24, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No(s)
1. Serial No. 75-423,680
2. Serial No. 75-203,154

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1. Registration No. 2,154,223
2. Registration No. 1,972,556
3. Registration No. 1,945,760
4. Registration No. 1,745,097

Additional numbers attached? Yes No

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

Name: Jonathan R. Harris, Esq.
Internal Address: Edwards & Angell
Street Address: 101 Federal Street
City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved 6

7. Total fee (37 CFR 3.41)..... \$165.00

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.

Judy Radoccia
Name of Person Signing

Judy Radoccia
Signature

July 10, 1998
Date

Total number of pages including cover sheet, attachments, and document 5

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, SENSITECH INC., a Delaware corporation, with a principal place of business at 800 Cummings Center, Beverly, MA 01915 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated June 22, 1998 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademarks listed on Schedule A hereto and identified in said Security Agreement (the "Trademarks"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademarks and the goodwill of the business of the Company associated with and symbolized by the Trademarks as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademarks listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademarks; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank (such assignment to be effective upon an Event of Default and foreclosure), and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademarks and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign any of the Trademarks without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademarks.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement

(Trademarks). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

SENSITECH INC.

FLEET NATIONAL BANK

By: [Signature]
Name: COLE S. SHERMAN
Title: CHAIRMAN / CEO

By: [Signature]
Its V.P.

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Essex) ss.

Then personally appeared before me the above-named [Signature], the Chairman / CEO of Sensitech Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 17th day of June, 1998.

[Signature]
Notary Public
My commission expires: Aug 18 2002

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
TTM	2,154,223/April 28, 1998	Computer software for monitoring and reporting of environmental conditions of goods in transit
TEMPCARD	1,972,556/May 7, 1996	Electronic temperature monitoring, storage and displaying apparatus
TRIPSTRIP	1,945,760/January 2, 1996	Data printer
TEMPTALE	1,745,097/January 5, 1993	Monitors; namely, devices for monitoring physical parameters; namely, temperature, pressure, acceleration and humidity

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
TEMPTALE MANAGER	75-423,680 January 26, 1998	Computer software for monitoring and reporting of environmental conditions of goods in transit
QUICKCHECK	75-203,154 November 25, 1996	Portable temperature sensing and display device