

09-08-1998



100823062

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, attached original documents or copy thereof.

1. Name of conveying party(ies):

PHOTO RESEARCH, INC.

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

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: AUGUST 14, 1998

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address:

Street Address: 530 FIFTH AVENUE - 3RD FL.

City: NEW YORK, State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NEW YORK
- 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

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

SEE ATTACHED SCHEDULE  
A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached?  Yes  No

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

Name: CHRISTOPHER P. HUNTER, ESQ.

Internal Address:

09/03/1998 JSH/RAZZ 00000117 1274146

FC:401  
FC:402

40.00 OP  
475.00 OP

Street Address: CULLEN AND DYKMAN

177 MONTAGUE STREET

City: BROOKLYN State: NY ZIP: 11201

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00

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.

CHRISTOPHER P. HUNTER, ESQ.

Name of Person Signing

*Christopher P. Hunter*  
Signature

8/26/98  
Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PHOTO RESEARCH, INC - TRADEMARK			
Trademark name	Trademark registration no	Registration date Status	Ownership
AUTO-COMP	1,274,146	4/17/84 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
LIGHT MATE	1,188,492	2/2/82 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
MACROSPECTAR	1,262,872	1/3/84 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
MICROCELL	1,252,230	9/27/83 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
MICROSCANNER	1,426,354	1/27/87 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
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SPOTMETER	1,298,453	10/2/84 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
TELESPECTAR	1,246,947	8/2/83 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
THE LIGHT MEASUREMENT PEOPLE	1,475,474	2/2/88 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
TV-MATE	1,244,307	7/5/83 registered	Kollmorgen Corp Photo Research Inc 10/13/95 US Trust 11/20/95
VIDEO WIN	appl. no. 74/715,687	filed 8/15/95 pending	Kollmorgen Corp US Trust 11/20/95 Photo Research Inc 9/3/96
SPECTRAWIN	appl. no. 75-088,268	filed 4/15/96 pending	Photo Research Inc
COLORWIN	appl. no. 75-088,267	2/15/96 abandoned	Photo Research Inc

**PATENT AND TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

THIS AGREEMENT is entered into as of this 14th day of August, 1998, and entered into between Photo Research, Inc. ("the Assignor") and THE BANK OF NEW YORK (the "Assignee").

WHEREAS, Assignor, certain of its affiliates and the Assignee have entered into a Loan Agreement dated the date hereof (as it may be hereafter amended or otherwise modified from time to time, being the "Loan Agreement") pursuant to which the Assignee may lend to the Assignor the aggregate principal amounts set forth therein, upon and subject to the terms and conditions thereof;

WHEREAS, the Assignor has executed a Security Agreement in favor of the Assignee dated the date hereof (the "Security Agreement"); and

WHEREAS, Assignor wishes to grant further security and assurance to the Banks in order to secure the performance by Assignor of its obligations under the Loan Agreement and all documents executed in connection therewith, including all interest due thereunder ("Obligations"), and to that effect Assignor agrees to assign to Assignee certain patent and trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Assignee as follows:

1. To secure the complete and timely satisfaction of all Obligations, Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest in and to the patents, trademarks and patent and trademark applications listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits thereon), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all patents and all applications for patents and all trademarks and applications for trademarks of Assignor hereafter filed or acquired, together with all good will associated with any and all of the foregoing and all proceeds of any and all of the foregoing (collectively called the "Patents and Trademarks").

2. Assignor represents, warrants and covenants that:

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

(b) To the best of Assignor's knowledge and belief after due inquiry, each of the Patents and Trademarks is valid and enforceable and, to the best of Assignor's knowledge, no material infringement or unauthorized use is presently being made of any Patents and Trademarks;

(c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and

(d) Assignor has the unqualified right to enter into this Agreement and 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.

(e) Assignor's chief executive office is located at 9731 Toranga Canyon Place, Chatsworth, California 91311-4135.

(f) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents and Trademarks.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Assignee's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent or trademark application or patent or trademark or any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or trademark or any improvement on any patent or trademark, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor authorizes Assignee to modify this Agreement by amending Schedule A to include any future patents and patent applications and trademarks and trademark applications which are Patents and Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Assignee hereby grants to Assignor the exclusive, nontransferable right and license under the Patents and Trademarks to make, have made for it, use and sell the inventions disclosed and claimed in the Patents and Trademarks and to use all such marks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 6, without the prior written consent of Assignee.

7. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Assignor's license under the Patents and Trademarks as set forth in paragraph 6, shall terminate forthwith, and the Assignee shall have, in addition to all other rights and remedies given it by this Agreement or the Security 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 Patents and Trademarks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents and Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue 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 the Assignor.

8. If any Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing, Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents and Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor (at Assignor's expense) all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents and Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee 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 Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by Assignor on demand by Assignee.

11. Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any patent applications or trademark applications of the Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions, to file and prosecute any and all continuations, continuations-in-part, application for reissue, applications for certificate of correction and like matters, and to preserve and maintain all rights in patent applications and patents and trademark applications and trademarks of the Patents and Trademarks, including without limitation the payment of all maintenance fees when due. Any expenses incurred in connection with such an application shall be borne by Assignor. The Assignor shall not abandon any right to file a patent or trademark application, or any pending patent or trademark application or patent or trademark without the consent of the Assignee.

12. Assignor shall use all reasonable efforts to detect any infringers of rights described herein and shall advise the Assignee in writing of any material infringements detected. Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit in its own name, and to join Assignee, if necessary, as a party to such suit so long as Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including legal fees, incurred by Assignee pursuant to this paragraph 12. Notwithstanding the foregoing, the Assignee shall have no duties with respect to the Patents and Trademarks, other than the duties expressly set forth herein and, without limiting the generality of the foregoing, shall have no duty to prosecute any action for patent or trademark infringement against any person.

13. Assignor hereby grants to Assignee and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the patents or trademarks included in the Patents and Trademarks, and to inspect the products and quality control records

relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Assignee to ensure Assignor's compliance with paragraph 2(f) hereof. The Assignee agrees to comply in all respects with applicable governmental security regulations in connection herewith.

14. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security 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.

15. All of Assignee's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. 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 such jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

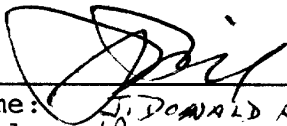
18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. 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 New York applicable to agreements made and to be wholly performed in the State of New York.

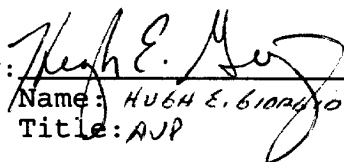


IN WITNESS WHEREOF, the execution hereof under seal as  
of the day and year first above written.

PHOTO RESEARCH, INC.

By:   
Name: J. DONALD HILL  
Title: VP

THE BANK OF NEW YORK

By:   
Name: HUGH E. BIOGGIO  
Title: AVP



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.

COUNTY OF NASSAU

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 14~~th~~ day of August, 1998, personally appeared J. Donald Hill, to me known personally, and who, being by me duly sworn, deposes and says that he is a VICE PRESIDENT of PHOTO RESEARCH, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said J. Donald Hill acknowledged said instrument to be the free act and deed of said corporation.

Lisa M. Cardino-Doia  
Notary Public

My commission expires:

LISA M CARDINO  
Notary Public, State of New York  
No 01CA5028700  
Qualified in Suffolk County  
Commission Expires June 6, 2000

SCHEDULE A

See Attached Schedules

T:\DOCS\00080\01381\BMN0762.WPD

TRADEMARK  
REEL: 1778 FRAME: 0654

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