

11-04-1998



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Tab settings

To the Honorable Commissioner of Patents

ed original documents or copy thereof.

1. Name of conveying party(ies): Galileo Corporation Galileo Park Sturbridge, MA

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: August 21, 1998

2. Name and address of receiving party(ies)

Name: BankBoston Leasing Inc.

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

- Individual(s) citizenship Association 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

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

A. Trademark Application No.(s) "See Attachment A"

B. Trademark Registration No.(s) "See Attachment A"

Additional numbers attached? Yes No

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

Name: Christopher E. Kondracki

Internal Address:

Street Address: 2001 Jefferson Davis Hwy., Suite 505

City: Arlington State: VA ZIP: 22202

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41): \$ 415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/02/1998 ENVIYEN 00000040 701340

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01 FC:461 40.00 OP 02 FC:462 375.00 OP

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 E. Kondracki Name of Person Signing

Signature

September 29, 1998 Date

Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 1807 FRAME: 0138

**ATTACHMENT A****TM Registration#****MARK****Date Issued**

781,340	Channeltron (USA)	12/08/1964
1,855,588	Galileo	09/27/1994
1,873,645	Galileo Electro-Optics	01/17/1995
1,914,137	MICROVISION	08/22/1995
1,942,140	Fractal Fiberoptics	12/19/1995
1,942,536	ICE	12/19/1995
1,996,477	IR Link	08/27/1996
1,996,401	Fluorolase	08/27/1996
2,025,654	Galaxy	12/24/1996
2,099,215	Ultra Vue	09/23/1997
2,099,214	Quick-Fit	09/23/1997
2,134,419	Sani-Spec	02/03/1998
1,832,080	Gyne-Lite	07/07/1982
1,673,693	OFC	01/28/1992
1,702,966	REDIMAX (ReDiMax)	07/28/1992
1,045,340	Leisegang (US)	08/13/1976

# TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT

This Trademark and Trademark Applications Security Agreement (the "**Trademark Security Agreement**") is made as of the 21st day of August, 1998 by Galileo Corporation, a Delaware corporation with its principal office at Galileo Park, Sturbridge, Massachusetts (the "**Company**"), and BancBoston Leasing Inc., a national banking association with an address of 100 Federal Street, Boston, Massachusetts (the "**Secured Party**").

## RECITALS

WHEREAS, pursuant to a certain Master Lease Agreement dated as of March 20, 1998 (as amended from time to time, the "**Lease Agreement**") made between the Company and the Secured Party, the Secured Party has entered into certain lease transactions with the Company;

WHEREAS, pursuant to a certain Security Agreement dated as of March 20, 1998 (as amended from time to time, the "Security Agreement"), the Company has granted to the Secured Party a security interest in the Company's Collateral (as defined in the Security Agreement) to secure the **Obligations** (as defined in the Security Agreement) of the Company to the Secured Party;

WHEREAS, to further secure the Obligations and to more fully vest the security interest granted in the Security Agreement, the Company has executed this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Company, and the Secured Party agree as follows:

1. All capitalized terms used herein and not otherwise defined have the same meaning herein as in the Security Agreement.
2. To secure the Obligations, the Company hereby grants a security interest in favor of, and collaterally assigns to the Secured Party, with power of sale in and to the following and all proceeds thereof:

(a) All of the Company's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks, service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such

trademarks, trademark applications, service marks, registered service marks, and service mark applications, but excluding in any event all "intent to use" applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Company's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, trademark applications, service marks, registered service marks, and service mark applications described in Subsection 2.(a), together with the items respectively described in Subsections 2.(b) through and including 2.(e) are hereinafter individually and/or collectively referred to as the "**Trademarks**".

3. Until this Trademark Security Agreement is terminated in writing by a duly authorized officer of the Secured Party, the Company shall undertake the following with respect to each Trademark:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Trademarks and with the processing of the Trademarks.

(b) At Company's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the foregoing assignment and not abandon or delay any such efforts.

(c) At Company's sole cost, expense, and risk, take any and all action which may be necessary or desirable to protect the Trademarks, including, without limitation, the prosecution and defense of infringement actions.

4. The Company represents and warrants that:

(a) *EXHIBIT A* includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Company.

(b) No liens, claims or security interests have been granted in any Trademark by the Company to any person other than to the Secured Party and BankBoston, N.A., and the

Trademarks shall hereafter remain free and clear of all liens, Encumbrances, or security interests to any person other than to the Secured Party and BankBoston, N.A.

5. In order to further secure the Obligations:

(a) The Company shall give the Secured Party written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Company obtains rights to, and files applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or servicemark applications, (other than the Company's right to sell products containing the trademarks of others in the ordinary course of Company's business).

(ii) The Company's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Company's right to sell products containing the trademarks of others in the ordinary course of Company's business).

(iii) The Company enters into any new trademark license agreement or service mark license agreement.

(b) The provisions of this Trademark Security Agreement shall automatically apply to any such additional property or rights described in Section 5(a) above, all of which shall be deemed to be and treated as "Trademarks" within the meaning of this Trademark Security Agreement.

(c) The Company hereby authorizes the Secured Party to modify this agreement by amending *EXHIBIT A* to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said *EXHIBIT* shall not be a condition to the creation or perfection of the security interest created hereby.

6. Prior the Secured Party's giving of notice to the Company following the occurrence of an Event of Default, the Company shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Company to protect the Marks against encroachment by third parties, *provided, however*:

(a) The Company first provides the Secured Party with written notice of the Company's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by the Company on account of such suit (or the threat of such suit) shall constitute Collateral.

(c) Following the occurrence of any Event of Default, the Secured Party, by notice to the Company may be terminate or limit the Company's rights under this Section 6.

7. In the event of

(a) the Company's failure, within Five (5) days of written notice from the Secured Party, to cure any failure by the Company to perform any of the Company's obligations set forth in Section 6; and/or

(b) the occurrence of any Event of Default,

the Secured Party, acting in its own name or in that of the Company, may (but shall not be required to) act in the Company's place and stead and/or in the Secured Partys' own right in connection therewith.

8. Upon the occurrence of any Event of Default, the Secured Party may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Trademarks, in addition to which the Secured Party, subject to the terms of the Security Agreement, may sell, license, assign, transfer, or otherwise dispose of the Trademarks. Any person may conclusively rely upon an affidavit of an officer of the Secured Party that an Event of Default has occurred and that the Secured Party is authorized to exercise such rights and remedies.

9. The Company hereby irrevocably constitutes and designates the Secured Party as and for the Company's attorney in fact, exercisable following the occurrence of any Event of Default:

(a) To exercise any of the rights and powers referenced in Sections 3 and 6 hereof.

(b) To execute all and singular such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights

and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Trademarks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Trademark Security Agreement is terminated by a duly authorized officer of the Secured Party.

10. Any use by the Secured Party of the Trademarks as authorized hereunder in connection with the exercise of the Secured Party's right and remedies under the within Trademark Security Agreement and the Security Agreement shall be coextensive with Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Party to the Company.
11. Following the payment and satisfaction of all Obligations, and the termination of any obligations of the Secured Party under the Lease Agreement, this Trademark Security Agreement shall terminate and the Secured Party shall execute and deliver to Company, at Company's cost and expense, all such instruments as the Company reasonably may request to release any encumbrance in favor of the Secured Party created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Secured Party pursuant hereto or pursuant to the Security Agreement.
12. The Company shall, at the request of the Secured Party, do any and all acts and execute any and all documents required by the Secured Party in connection with the protection, preservation, and enforcement of the Secured Party's rights hereunder.
13. The Company shall, upon demand, reimburse the Secured Party for all costs and expenses incurred by the Secured Party in the exercise of any rights hereunder (including, without limitation, fees and expenses of counsel).
14. This Trademark Security Agreement is intended to be supplemental of the Security Agreement. All provisions of the Security Agreement from the Company to the Secured Party shall apply to the Trademarks and the Secured Party shall have the same rights with respect to any and all Trademarks granted the Secured Party to secure the Obligations hereunder as thereunder. In the event of a conflict between this Trademark Security

Agreement and the Security Agreement, the terms of this Trademark Security Agreement shall control with respect to the Trademarks.

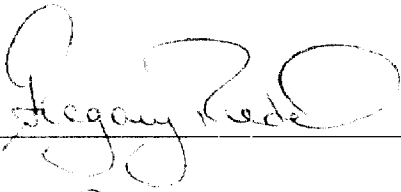
IN WITNESS WHEREOF, the Company and the Secured Party respectively have caused this Trademark Security Agreement to be executed by officers duly authorized so to do on the date first above written.


GALILEO CORPORATION.

BANCBOSTON LEASING INC.

(The "Company")

(The "Secured Party")

By   
Title: VP CFO

By   
Title: Authorized Officer



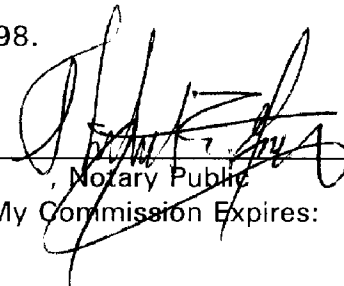
COMMONWEALTH OF MASSACHUSETTS

County of Worcester, ss

Then personally appeared before me Gregory P. DeL... who acknowledged that such person is the duly authorized VP CFO of Galileo Corporation. and that such person had executed the foregoing instrument on its behalf and that such is the free act and deed of Galileo Corporation.

Witness my hand and seal this 21 day of August, 1998.

**ROBERT E. GEORGE, NOTARY PUBLIC**  
My Commission Expires 03-30-01


  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me Ron Ferguson who acknowledged that such person is the duly authorized Authorized Officer of BancBoston Leasing Inc., and that such person executed the foregoing instrument on its behalf and such is the free act and deed of BancBoston Leasing Inc.

Witness my hand and seal this 21 day of August, 1998.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**ELIZABETH B. SANDQUIST**  
Notary Public  
My Commission  
Expires August 5, 1999

EXHIBIT A

325593.2

GALILEO  
REGISTERED  
TRADEMARKS

NO.	NAME	DESCRIPTION	NUMBER	ISSUE DATE	SEC 8/15 DATE	RENEW DATE
1	Channellron (USA)	Mass Spec detectors	781340	12/08/1964		12/08/2004
2	Channellron (Italy)	Mass Spec detectors	684475			11/11/2004
3	Channellron (Japan)	Mass Spec detectors	746915			06/30/2007
4	Channellron (Canada)	Mass Spec detectors	147463			10/07/2011
5	Channellron (Sweden)	Mass Spec detectors	116175			05/06/2006
6	Channellron (Germany)	Mass Spec detectors	813522			10/03/1994
7	Channellron (Australia)	Mass Spec detectors	A190483			10/12/1999
8	Channellron (France)	Mass Spec detectors	1.548.537			09/06/1999
9	Channellron (Gr. Britain)	Mass Spec detectors	870411			10/13/1999
10	Galileo		1855588	09/27/1994	09/27/2000	09/27/2004
11	Galileo Electro-Optics		1873645	01/17/1985	01/17/2001	01/17/2005
12	MICROVISION	Borescopes	1914137	08/22/1995	08/22/2001	08/22/2005
13	Fractal Fiberoptics	Fused fiberoptics configuration	1942140	12/19/1995	12/19/2001	12/19/05
14	ICE	Integrated Contrast Enhancement fiber	1942536	12/19/1995	12/19/2001	12/19/2005
15	IR Link	Remote spectroscopy accessories	1996477	08/27/1996	08/27/2002	08/27/2006
16	Fluorolase	Doped fluoride fibers & gain modules	1996401	08/27/1996	08/27/2002	08/27/2006
17	Galaxy	Arthroscopes	2025654	12/24/1996	12/24/2002	12/24/2006
18	UltraVue	Fiber (Fujikura)	2099215	09/23/1997	09/23/2003	09/23/2007
19	Quick-Fit	Mounting hardware: SDP	2099214	09/23/1997	09/23/2003	09/23/2007
20	Sani-Spec	Vaginal speculums	2134419	02/03/1998	02/03/2004	02/03/2008
21	Leisegang (Germany)		DT00936401	10/10/1975		06/30/2005
22	Leisegang Foto-Optik Feinmechanik		DT00961636	08/11/1977	06/03/2005	06/30/2005
23	Leisegang Hanoskope		DT01035324	07/07/1982		12/12/2001
24	Gyne-Lite	Vaginal speculum light	1832080			
25	OFC		1673693	01/28/1992	01/28/1998	01/28/2002
26	REDIMAX (ReDiMax)	Diffraction objectives lenses	1702866	07/28/1992	07/28/1998	07/28/2002
27	Leisegang (US)		1045340	08/13/1976		08/13/1996

TRADEMARKS

08/20/1998

GALILEO  
UNREGISTERED  
TRADEMARKS

UNREGISTERED TRADEMARKS		UNREGISTERED TRADEMARKS	
NO.	NAME	DESCRIPTION	COMMENTS
			FIRST USE DATE APPLICATION DATE
1	Chevron	Microchannel plate assembly	
2	Extended Dynamic Range	Microchannel plates	
3	FluoroAmp	Fluoride-based optical amplifiers	Filed w. PTO Use: FluoroAmp 1310, FluoroAmp 1310P 05/07/1998.
4	FluoroLight	Unpolarized broadband light source	Filed w. PTO Use: FluoroLight 1310 05/07/1998
5	Infinity	Custom rigid endoscope	
6	Long-Life	Microchannel plates	
7	Magellan	Custom semi-flexible endoscopes	
8	Navigator	Custom flexible endoscopes	
9	NaviGuide	Steering system	
10	Fractal Electro-Optics	Fractal configuration MCPs, etc.	Not active
11	HOT	Microchannel plates	Not active
12	Galite	Communications fiber	Not active
13	Spiraltron	Mass Spec detector	Not active
14	Glasscan	Bar code reader	Not active
15	Phototron		Not active; Used in 1991, Galen Powers
16	LapLite	Ureteral stents & couplers	
17	Microvision	2.0 mm laparoscopes	See also registered trademark
18	Os Finder Set	Cervical os dilation system	
19	Sani-Scope	Anoscopes	Prior to 1980 To PTO 10/23/97 From C.R. Bard, Filed by Palmer & Dodge
20	LMS-9000 Smart System	Laparoscopic suction/irrigation system	Leisegang Medical
21	Smart Valve	Single-use handpieces with suction and irrigation tubing	Leisegang Medical
22	System III	Rotating laparoscopic instruments	
23	Spec Light	Vaginal speculum light	
24	EndoView	Hand-held viewing system	From C.R. Bard
25	Re-Opening the 1310 nm Window	Telecommunications products	

TRADEMARKS

08/20/1998