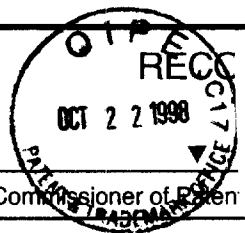


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FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)



11-04-1998



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EET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings >>> ▼

To the Honorable Commissioner of Patents

and 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

2. Name and address of receiving party(ies)

Name: BankBoston, N.A.

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

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: August 21, 1998

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

XXXX  
 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 DNGUYEN 00000039 781340

DO NOT USE THIS SPACE

FC:481 40.00 OP  
FC:482 375.00 BP

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                      ChfLEA                      August 31, 1998  
 Name of Person Signing                      Signature                      Date

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

**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 "**Borrower**"), and BankBoston, N.A., a national banking association with an address of 100 Federal Street, Boston, Massachusetts (the "Lender").

## RECITALS

WHEREAS, pursuant to a certain Loan Agreement dated as of January 27, 1998 as amended by a certain First Amendment to Loan Agreement of even date (as further amended from time to time, the "Loan Agreement") made between the Borrower and the Lender, the Lender has agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "**Loans**") available to the Borrower;

WHEREAS, pursuant to a certain Security Agreement dated as of January 27, 1998, as amended by a certain First Amendment to Security Agreement of even date (as further amended from time to time, the "Security Agreement"), the Borrower has granted to the Lender a security interest in the Borrower's Collateral (as defined in the Security Agreement) to secure the **Obligations** (as defined in the Security Agreement) of the Borrower to the Lender;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Obligations and to more fully vest the security interest granted in the Security Agreement, the Borrower has executed this Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower, and the Lender 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 Borrower hereby grants a security interest in favor of, and collaterally assigns to the Lender, with power of sale in and to the following and all proceeds thereof:

(a) All of the Borrower'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 Borrower'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 Lender, the Borrower 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 Borrower'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 Borrower'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 Borrower 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 Borrower.

(b) No liens, claims or security interests have been granted in any Trademark by the Borrower to any person other than to the Lender and BancBoston Leasing Inc., and the Trademarks shall hereafter remain free and clear of all liens, Encumbrances, or security interests to any person other than to the Lender and BancBoston Leasing Inc.

5. In order to further secure the Obligations:

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

(i) The Borrower 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 Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(ii) The Borrower'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 Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(iii) The Borrower 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 Borrower hereby authorizes the Lender 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 Lender's giving of notice to the Borrower following the occurrence of an Event of Default, the Borrower 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 Borrower to protect the Marks against encroachment by third parties, *provided, however:*

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

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

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

7. In the event of

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

(b) the occurrence of any Event of Default,

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

8. Upon the occurrence of any Event of Default, the Lender 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 Lender, 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 Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

9. The Borrower hereby irrevocably constitutes and designates the Lender as and for the Borrower'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 Lender 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 Lender.

10. Any use by the Lender of the Trademarks as authorized hereunder in connection with the exercise of the Lender's right and remedies under the within Trademark Security Agreement and the Security Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower.
11. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Lender to provide Loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this Trademark Security Agreement shall terminate and the Lender shall execute and deliver to Borrower, at Borrower's cost and expense, all such instruments as the Borrower reasonably may request to release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Security Agreement.
12. The Borrower shall, at the request of the Lender, do any and all acts and execute any and all documents required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.
13. The Borrower shall, upon demand, reimburse the Lender for all costs and expenses incurred by the Lender 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 Borrower to the Lender shall apply to the Trademarks and the Lender shall have the same rights with respect to any and all Trademarks granted the Lender 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.

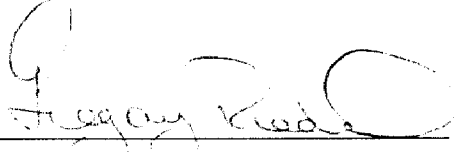
IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Trademark Security Agreement to be executed by officers duly authorized so to do on the date first above written.

GALILEO CORPORATION.

BANKBOSTON, N.A.

(The "Borrower")

(The "Lender")

By 

By \_\_\_\_\_

Title: VP CFO

Title: \_\_\_\_\_



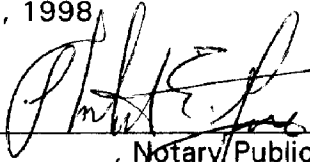
COMMONWEALTH OF MASSACHUSETTS

County of WORCESTER, ss

Then personally appeared before me Gregory Riedel who acknowledged that such person is the duly authorized VPCFO 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 \_\_\_\_\_, who acknowledged that such person is the duly authorized \_\_\_\_\_ of BankBoston, N.A., and that such person executed the foregoing instrument on its behalf and such is the free act and deed of BankBoston, N.A..

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

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

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 Borrower and the Lender 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.

BANKBOSTON, N.A.

(The "Borrower")

(The "Lender")

By \_\_\_\_\_

By Carl M. Barrett

Title: \_\_\_\_\_

Title: Vice President

COMMONWEALTH OF MASSACHUSETTS

County of \_\_\_\_\_, ss

Then personally appeared before me \_\_\_\_\_ who acknowledged that such person is the duly authorized \_\_\_\_\_ 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 \_\_\_\_ day of August, 1998.

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

COMMONWEALTH OF MASSACHUSETTS

County of SUFFOLK

Then personally appeared before me Corrine M Barrett who acknowledged that such person is the duly authorized Vice Pres. of BankBoston, N.A., and that such person executed the foregoing instrument on its behalf and such is the free act and deed of BankBoston, N.A..

Witness my hand and seal this 21<sup>st</sup> day of August, 1998.

David S Berman  
DAVID S BERMAN, Notary Public  
My Commission Expires: 7/10/03

EXHIBIT A

324698.2

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	01/17/1995	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	2026654	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	09/23/1987	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	1702965	07/28/1992	07/28/1998	07/28/2002
27	Leisegang (US)		1045340	08/13/1976		08/13/1996

TRADEMARKS

GALILEO  
UNREGISTERED  
TRADEMARKS

UNREGISTERED TRADEMARKS	UNREGISTERED TRADEMARKS	UNREGISTERED TRADEMARKS	UNREGISTERED TRADEMARKS	UNREGISTERED TRADEMARKS	UNREGISTERED TRADEMARKS
NO.	NAME	DESCRIPTION	FIRST USE DATE	APPLICATION DATE	COMMENTS
1	Chevron	Microchannel plate assembly			
2	Extended Dynamic Range	Microchannel plates			
3	FluoroAmp	Fluoride-based optical amplifiers		Filed w. PTO 05/07/1998	Use: FluoroAmp 1310, FluoroAmp 1310P
4	FluoroLight	Unpolarized broadband light source		Filed w. PTO 05/07/1998	Use: FluoroLight 1310
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.			
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
16	LapLite	Ureteral stents & couplers			Not active; Used in 1991, Galen Powers
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 Window	Telecommunications products			

08/20/1998

TRADEMARKS