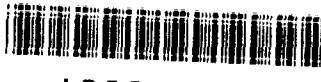


Tab settings



To the Honorable Commissioner of Patents

100925254

Attached original documents or copy thereof.

1. Name of conveying party(ies):

ROBOTIC VISION SYSTEMS, INC.

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other GRANT OF SECURITY INTEREST (TRADEMARKS)

Execution Date: December 4, 1998

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- 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):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,147,502

Additional numbers attached? Yes No

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

Name: EMMET, MARVIN & MARTIN, LLP

Internal Address: MS. PATRICIA JOHNSON

LEGAL ASSISTANT

Street Address: 120 BROADWAY

City: NEW YORK State: NY ZIP: 10271

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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

12/17/1998 SSMITH 0000015A 2147502

01 FC:481

40.00 DP

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.

LORI POTTS

Name of Person Signing

[Signature]

Signature

12/11/98

Date

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

4

## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware corporation (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "*Secured Party*"), and has entered into a First Amended and Restated Security Agreement, dated as of December 4, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

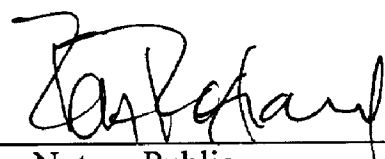
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 4<sup>th</sup> day of December, 1998.

ROBOTIC VISION SYSTEMS, INC.

By:   
Name: Pat V. Costa  
Title: Chief Executive Officer

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On this 4<sup>th</sup> day of December, 1998, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he resides at 413 Silver Hill Road, Concord, Massachusetts 01742, that he is the Chief Executive Officer of ROBOTIC VISION SYSTEMS, INC., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.

  
Notary Public  
[Notary's Stamp]

Notary Public, State of New York  
[Illegible text]

**Schedule 1  
to Grant of Security Interest (Trademarks)  
Dated as of December 4, 1998**

<b><u>Mark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
CiMatrix (Stylized Logo)	2147502	March 31, 1998