

01-04-1999



100935212

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Basic Measuring Instruments

- Individual(s)
- General Partnership
- Corporation-State California
- 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: October 23, 1998

2. Name and address of receiving party(ies):

Name: Comerica Bank-California

Internal Address:

Street Address: 333 West Santa Clara,

City San Jose State CA ZIP 95113

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designation must be a separate document from Assignment) Yes No

Additional Name(s) & address(es) attached?

Yes No

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

A. Trademark Application No.(s)
74-384,833

B. Trademark registration No.(s)
1,409,284; 1,950,493;
1,929,301; 1,927,323;
1,927,322; 1,879,118;
1,721,506; 1,636,781

Additional numbers attached? Yes No

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

Name: Douglas C. Limbach

Internal Address: Limbach & Limbach L.L.P.
Street Address: 2001 Ferry Building
City, State, ZIP: San Francisco, California 94111
Telephone: (415) 433-4150
Facsimile: (415) 433-8716

Attorney Docket No. MAHL-204

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41):.....\$ 240.00

- Enclosed
- Charge any deficiencies in the enclosed fee to Deposit Account No. 12-1420
- Authorized to be charged to deposit account

8. Deposit account number: 12-1420
(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.

Douglas C. Limbach 35,249
Name of Person Signing

Douglas C. Limbach
Signature

12-21-98
Date

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

OMB No. 0651-0011 (exp 4/94)
12/31/1998 ANGIYEN 00000167 1409284

Do not detach this portion

01 FC:481 40.00 OP
02 FC:482 200.00 OP
Documents to be recorded with cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

ASSIGNMENT OF SECURITY INTEREST

WHEREAS, Silicon Valley Bank ("SVB") has made a loan to Basic Measuring Instruments, a California Corporation ("BMI") (the "SVB Loan");

WHEREAS, as part of the SVB Loan, SVB and BMI have entered into that certain Amended and Restated Collateral Assignment, Patent Mortgage and Security Agreement dated May 30, 1996 (the "Amended Collateral Assignment");

WHEREAS, the Amended Collateral Assignment was recorded with the United States Department of Commerce Patent and Trademark Office;

WHEREAS, the Amended Collateral Assignment was recorded at Patent Reel Number 8178, Frame Numbers 0267 through 0277, and Trademark Reel Number 1527, Frame Numbers 0847 through 0858, as reflected in those certain Notice of Recordation of Assignment Documents dated September 23, 1996;

WHEREAS, among other things, the Amended Collateral Assignment reflected that SVB had made the SVB Loan to BMI, and that the SVB Loan was to be and was secured by certain assets of BMI, collectively referred to as the "Collateral", as described on Exhibits "A", "B" and "C" attached hereto;

WHEREAS, the SVB Loan has been paid in full;

WHEREAS, Comerica Bank-California ("Bank") has made a loan to BMI; and

WHEREAS, in order to induce Bank to make the loan, BMI agreed to assign certain intangible property to Bank for the purpose of securing the obligations of BMI to Bank,

NOW, THEREFORE, SVB hereby assigns, transfers, conveys and grants to Bank, without any representations or warranties, whether express or implied, all of its right, title and interest in, to and under the Collateral and the Amended Collateral Assignment.

SILICON VALLEY BANK

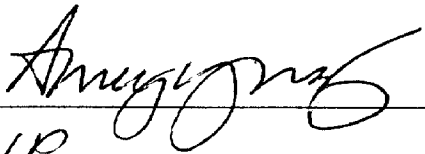
By: 
Title: V.P.

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents Issued

<u>Patent No.</u>	<u>Issued</u>
5,481,468	01/02/96
5,471,401	11/28/95
5,408,523	04/18/95
4,694,402	09/15/87
4,642,563	02/10/87
5,014,229	05/07/91
5,089,979	02/18/92
5,184,066	02/02/93
5,212,441	05/18/93
5,298,859	03/29/94
5,270,637	12/14/93
5,298,888	03/29/94
5,298,885	03/29/94
5,300,924	04/05/94
5,367,464	09/13/94
5,298,855	03/29/94
5,302,890	04/12/94
5,298,856	03/29/94
5,307,009	04/26/94
5,298,854	03/29/94

Patent Applications

<u>Serial No.</u>	<u>Date Filed</u>
07/901,737	06/22/92
07/925,570	08/04/92
07/931,718	08/18/92
07/942,735	09/09/92
07/957,525	10/06/92
08/009,869	01/26/93
08/173,922	12/28/93
08/210/157	03/17/94
08/210/168	03/17/94
08/210/154	03/17/94
08/210,585	03/18/94
08/224,026	04/07/94
08/292,512	08/18/94

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registered</u>
POWERSCOPE	73-580-427	1,409,284	09/16/86
PQNODE	74-559,377	1,950,493	01/23/96
PQSENTRY	74-515,787	1,929,301	10/24/95
GLITCH SENTRY	74-515,786	1,927,323	10/17/95
GLITCH SENTINEL	74-515,785	1,927,322	10/17/95
QUALITYLOCK	74-384,833	Pending	04/27/93
THE POWER OF QUALITY	74-169,455	1,879,118	02/14/95
POWERVISA	74-144,866	1,721,506	10/06/92
POWERTALK	74-056,481	1,636,781	03/05/91