

01-22-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name WPI Instruments, Inc.

Execution Date
Month Day Year
08 03 98

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization New Hampshire

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Bank-NH

DBA/AKA/TA

Composed of

Address (line 1) 1155 Elm Street

Address (line 2)

Address (line 3) Manchester New Hampshire 03101

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Bank
- Citizenship/State of Incorporation/Organization New Hampshire

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/21/1999 DNGUYEN 00000041 874674

FOR OFFICE USE ONLY

Refund Ref:
01/21/1999 DNGUYEN 000075443

01 FC:481 40.00 OP
02 FC:482 175.00 OP

CHECK Refund Total: \$105.00

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

TRADEMARK
REEL: 1842 FRAME: 0529

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional number attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="874674"/>	<input type="text" value="873350"/>	<input type="text" value="123393"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="881233"/>	<input type="text" value="835904"/>	<input type="text" value="118295"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="438806"/>	<input type="text" value="1388144"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Michael B. Tule

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

12/21/98

Name of Person Signing

Signature

Date Signed

COLLATERAL ASSIGNMENT OF MARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, WPI INSTRUMENTS, INC., a New Hampshire corporation, having its principal offices at 1155 Elm Street Manchester, New Hampshire 03101 (the "Assignor") hereby assigns and grants to Fleet Bank - NH with a place of business at 1155 Elm Street, Manchester, New Hampshire 03101, for itself as Lenders and as Agent for the Lenders identified from time to time under a certain Credit Agreement dated August 3, 1998, to which the Assignor is a party and borrower thereunder (the "Assignee"), a security interest in and to all of the rights, title and interest of the Assignor in and to the (i) trademarks, service marks, trademark registrations, service mark registrations, trade names, collective marks and certification marks and trademark and service mark applications, and trade dress, including logos and/or designs, in connection with any of the foregoing as set forth on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present and future infringements of any of the foregoing, (v) all rights corresponding to any of the foregoing throughout the world, and (vi) the goodwill of the Assignor's business connected with and symbolized by any of the foregoing (collectively, the "Marks").

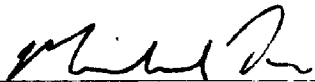
Until and unless there shall exist an Event of Default under the Security Agreement (as defined below) and the Assignee has given notice to the Assignor of the Assignee's intention to exercise its rights under the Security Agreement, the Assignee hereby grants to the Assignor, without representation or warranty by the Assignor, the exclusive, nontransferable right and license (i) to use the Marks on and in connection with goods and services sold by the Assignor, for the Assignor's own benefit and account and for none other and (ii) to collect any and all royalties under any sublicenses granted by the Assignor.

This Collateral Assignment is made pursuant to, and to further secure the satisfactory performance of all of the Secured Obligations as such term is defined in, that certain Security Agreement (Intellectual Property) dated as of August 3, 1998 by and between the Assignor, its affiliates, and the Assignee, as the same may from time to time be amended and in effect (the "Security Agreement").

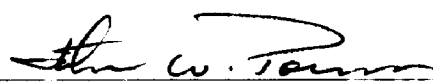
IN WITNESS WHEREOF, the Assignor has executed this instrument under seal
as of August 3, 1998.

ASSIGNOR

WPI INSTRUMENTS, INC.



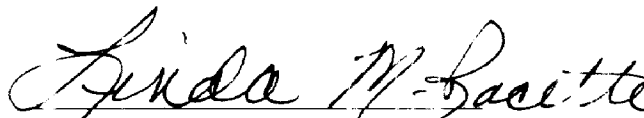
Witness

By: 

John W. Powers, for, on behalf of, and
as Duty Authorized Officer or Agent of
the above-named corporations

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21ST day of
DECEMBER 1998, by John W. Powers, for, on behalf of, and as Duty Authorized Officer
or Agent of WPI Instruments, Inc., a corporation, on behalf of each of said corporation.



Justice of the Peace/Notary Public

My Commission Expires: _____

LINDA M. RACETTE Notary Public
My Commission Expires June 5, 2001

Schedule A
to
Collateral Assignment of Marks

<u>Assignor</u>	<u>Mark</u>	<u>Registration or Serial Number</u>
WPI Instruments, Inc.	MODUTEK	874.674
WPI Instruments, Inc.	M (and Design)	881.233
WPI Instruments, Inc.	BIG LITTLE	1,388,144
WPI Instruments, Inc.	A (and Design)	1,233,393
WPI Instruments, Inc.	A (and Design)	1,182,755
WPI Instruments, Inc.	EMICO	438.806
WPI Instruments, Inc.	EMICO (and Design)	873.350
WPI Instruments, Inc.	INDY AUTOMOTIVE	835.904