

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

TRADEMARK AND COPYRIGHT SECURITY AGREEMENT made as of this 2nd day of April, 1999 between SCI Technologies, Inc., a Pennsylvania corporation having a principal place of business at 105 Terry Drive, Suite 1201, Newtown, PA 18940 (the "Borrower"), and Jones and Bartlett Publishers, Inc., a Massachusetts corporation with a address of 40 Tall Pine Drive, Sudbury, Massachusetts 01776 (the "Lender").

WHEREAS, on the date hereof, the Borrower is the owner of the United States Trademark described on Schedule A, and the United States Copyrights described on Schedule B annexed hereto and made a part hereof;

WHEREAS, as a condition to the sale of certain assets by Lender to Borrower pursuant to the Asset Purchase Agreement dated as of April 2, 1999, (as amended, modified, supplemented or restated from time to time, the "Agreement") between the Borrower and the Lender, and pursuant to a Security Agreement between the parties of even date (the "Security Agreement") the Lender has required the execution and delivery of this Agreement by the Borrower;

WHEREAS, the security interest granted by the Borrower hereunder secures the prompt and complete payment and performance when due (whether at stated maturity, upon acceleration or otherwise) of all "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, IT IS AGREED, that, for and in consideration of the financial accommodations to be made under the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as collateral security for the full and prompt payment and performance of all Obligations now or hereafter owing by the Borrower, the Borrower does hereby mortgage and pledge to the Lender, and grant to the Lender a security interest in, all of its right, title and interest in and to, (i) the Copyrights listed on Schedule B hereto 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 for the full term of the Copyright; (ii) each of the United States Trademarks (as hereinafter defined) described on Schedule A together with the goodwill of the business symbolized by each of the Trademarks; (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); (v) all license agreements with another person in connection with any of the Trademarks subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to a grant of a security interest, and any right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Borrower and now or hereafter covered by such licenses (the "Licenses"); and (vi) all rights corresponding thereto and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto, together in each case with the goodwill of

the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (all of the foregoing, the "Collateral").

1. Terms defined in the Security Agreement and not otherwise defined herein shall have the meanings set forth in the Security Agreement. As used in this Agreement, unless the context otherwise requires:

"Trademarks" shall mean (i) those United States Registrations described in Schedule A annexed hereto and made a part hereof, together with the goodwill of the business symbolized by and relating thereto, (ii) all renewals thereof and (iii) all licenses thereof granting licensed rights to third parties to the extent permissible under each license.

2. The Borrower hereby represents, warrants, covenants and agrees as follows:

(a) Unless an Event of Default shall have occurred and be continuing, the Borrower shall have sole discretion in making the decision to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for patent infringement, trademark or service mark infringement, unfair competition, dilution, copyright infringement, oppositions or cancellations or other damages as are in the good faith exercise of its commercially reasonable business judgment necessary to protect the Trademarks and Copyrights set forth in Schedules A and B.

3. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of the Lender, whether hereunder, under the Agreement, the Security Agreement or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Borrower, the Lender shall have the rights and remedies set forth under applicable law.

4. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the parties hereto. The execution and delivery of this Agreement has been authorized by the Board of Directors of the Borrower and by any necessary vote or consent of stockholders thereof. This Agreement shall be binding upon the successors, assigns or other legal representatives of the Borrower, and shall, together with the rights and remedies of the Lender hereunder, inure to the benefit of the Lender, its respective successors, assigns or other legal representatives. This Agreement, the Obligations and the Collateral shall be governed in all respects by the laws of the United States and the laws of The State of Montana. If any term of this Agreement shall be held invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby.

IN WITNESS WHEREOF, the Borrower and the Lender have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

WITNESS:

SCI TECHNOLOGIES, INC.

Manette Mantell, Esq.

By: Susan L. Klippner
Name: SUSAN L. KLIPPNER
Title: Chairman and CEO

JONES AND BARTLETT PUBLISHERS,
INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

TRADEMARKS

LABWORKS II
Reg. No. 2,111,221

SCHEDULE B

COPYRIGHTS

**Labworks Flight Manual (Macintosh Version)
Registration No. TX 4-687-882**

**Labworks Computer Based Experiments in Chemistry
The CCLI Initiative, Volume I
Registration No. TX 4-366-367**

EXHIBIT 1

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, SCI Technologies, Inc., a Pennsylvania corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1-A, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Jones and Bartlett Publishers, Inc. (herein referred to as "Assignee"), and has entered into a Trademark and Copyright Security Agreement dated the date hereof, attached hereto as Exhibit B, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to 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 for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and

granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 Tall Pine Drive, Sudbury, MA 01776.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 2nd day of April, 1999.

[SEAL]

SCI TECHNOLOGIES, INC.

By: Susan Keipper
Name: SUSAN L. KEIPPER
Title: CHAIRMAN AND CEO

STATE OF NEW JERSEY)

: ss.:

COUNTY OF SOMERSET)

On this 5th day of April, 1999, before me appeared Susan L. Keipper to me personally known, who, being by me duly sworn, did depose and say that she is the Chairman of SCI Technologies, Inc., the corporation named in and which executed the foregoing instruction in writing; that she knows the corporate seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation; and said Chairman acknowledged said instrument to be the free and authorized act and deed of said corporation.

Given under my hand and seal at _____, this 5th day of April, 1999

Notary Public Nanette J. Montell, Esq.
My commission expires: an attorney at law
(Seal) of the State of New Jersey

SCHEDULE 1-A

TRADEMARKS

LABWORKS II

Reg. No. 2,111,221

EXHIBIT 2

NOTICE OF SECURITY INTEREST

(IN U.S. COPYRIGHTS)

WHEREAS, SCI Technologies, Inc., a Pennsylvania corporation (herein referred to as "Assignor"), has adopted, used and is using the copyrights listed on the annexed Schedule 2-A, which copyrights are registered in the United States Copyright Office, or are applications pending in the United States Copyright Office (the "Copyrights");

WHEREAS, Assignor is obligated to Jones and Bartlett Publishers, Inc. (herein referred to as "Assignee"), and has entered into a Trademark and Copyright Security Agreement dated the date hereof, attached hereto as Exhibit B, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Copyrights 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 for the full term of the Copyright, (the "Collateral") to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 Tall Pine Drive, Sudbury, MA 01776.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be
duly executed by its officer thereunto duly authorized as of the 2nd day of April, 1999.

[SEAL]

SCI TECHNOLOGIES, INC.

By: *Susan L. Keipper*
Name: SUSAN L. KEIPPER
Title: CHAIRMAN AND CEO

STATE OF NEW JERSEY)

: ss.:

COUNTY OF SOMERSET)

On this 5th day of April, 1999, before me appeared Susan L. Keipper
to me personally known, who, being by me duly sworn, did depose and say that s/he is the
Chairman of SCI Technologies, Inc., the corporation named in and which executed
the foregoing instruction in writing; that s/he knows the corporate seal of said corporation; that
the seal affixed to said instrument is the corporate seal of said corporation, and that said
instrument was signed and sealed on behalf of said corporation; and said Chairman
acknowledged said instrument to be the free and authorized act and deed of said corporation.

Given under my hand and seal at _____, this 5th day of April, 1999.

Notary Public *Nanette M. Martelli, Esq.*

My commission expires:

(Seal)

*an attorney-at-law
of the State of New Jersey*

SCHEDULE 2-A

COPYRIGHTS

Labworks Flight Manual (Macintosh Version)
Registration No. TX 4-687-882

Labworks Computer Based Experiments in Chemistry
The CCLI Initiative, Volume I
Registration No. TX 4-366-367

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