

06-25-1999

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Patent and Trademark Office

101075844

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

6.21.99

<p>1. Name of conveying party(ies):</p> <p>Nuclear Research Corporation</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporate-State - Pennsylvania <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>First Union National Bank</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>123 South Broad Street</u></p> <p>City: <u>Philadelphia</u> State: <u>PA</u> ZIP: <u>19103</u></p> <p><input type="checkbox"/> Individual(s) citizenship <input checked="" type="checkbox"/> Association <u>national banking association</u> <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporate-State <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative Designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>4-29-1999</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>TM</u></p>	<p>B. Trademark registration No.(s) <u>1,517,827; 1,535,079; 1,622,119; 1,993,509; 1,993,532; 1,999,620; 2,060,778; 2,101,151</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Andrea H. Levenson, Paralegal</u> Internal Address: <u>STRADLEY RONON STEVENS & YOUNG, LLP</u> _____ Street Address: <u>2600 ONE COMMERCE SQUARE</u> _____ City: <u>PHILADELPHIA</u> State: <u>PA</u> ZIP: <u>19103</u></p>	<p>6. Total number of applications and registrations involved: 8</p> <p>7. Total fee (37 CFR 3.41):..... <u>\$215.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>NOT APPLICABLE</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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.

Andrea H. Levenson
Person Signing

Andrea H. Levenson
Signature

6/18/99
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

06/24/1999 DWGUYEN 00000016 1517827

Do not detach this portion

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

Mail documents to be recorded with required cover sheet information to:

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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.

TRADEMARK AND PATENT SECURITY AGREEMENT

THIS AGREEMENT made as of this 29th day of April, 1999 between NUCLEAR RESEARCH CORPORATION, a Pennsylvania business corporation with its chief executive office and principal place of business at 125 Titus Avenue, Warrington, Pennsylvania 18976 ("Borrower"), and FIRST UNION NATIONAL BANK, successor by merger to CoreStates Bank, N.A. and Bucks County Bank and Trust Company, a national banking association with offices located at 123 South Broad Street, Philadelphia, Pennsylvania 19103 ("Lender").

BACKGROUND

A. The Borrower has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs, registrations and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof.

B. The Lender has extended credit facilities to Borrower as more fully referred to in a Forbearance and Loan Restructure Agreement, dated as of the date of this Agreement, as the same may be amended, modified, restated or supplemented from time to time (the "Forbearance Agreement"). The Forbearance Agreement, together with this Agreement, and all other related documents, agreements, instruments or notes, as the same may now exist or may hereafter be amended or supplemented, are collectively referred to herein as the "Loan Documents".

C. In order to induce the Lender to provide the accommodations set forth or referred to in the Forbearance Agreement, the Borrower has agreed to execute and deliver this Agreement to the Lender, confirming its prior grant to the Lender of a security interest in all present and future patents, trademarks, copyrights and other intellectual property, and providing for the recordation of this Trademark and Patent Security Agreement in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound, the parties agree:

AGREEMENT

1. **SECURITY INTEREST.** Borrower hereby grants to Lender (and confirms its prior grant to the Lender of) a first priority security interest in: (a) all of Borrower's now existing or hereafter acquired right, title, and interest in and to: all of Borrower's trademarks, trade names, trade styles and service marks, all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, now existing or hereafter adopted or acquired; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other countries, all whether now owned or hereafter acquired by Borrower, and all reissues, extensions and renewals and licenses thereof, including,

but not limited to, those trademarks, terms, design and applications described in Schedule A annexed hereto and made a part hereof (collectively, the “**Trademarks**”); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all of Borrower’s now existing or hereafter acquired right, title and interest in and to: all of Borrower’s interests in any patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof or in any other countries and all reissues, continuations, continuations-in-part, extensions and renewals and licenses thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B annexed hereto and made a part hereof (collectively, the “**Patents**”); and (d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Borrower against third parties for infringement of the Trademarks, Patents or any licenses with respect thereto (all of the foregoing are collectively referred to as the “**Collateral**”).

2. OBLIGATIONS SECURED.

The security interests granted and confirmed to Lender in this Agreement shall secure the prompt and indefeasible payment and performance of the “**Indebtedness**”, as defined in the Forbearance Agreement (the “**Obligations**”).

3. WARRANTIES AND COVENANTS.

Borrower hereby covenants, represents and warrants that (all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding):

A. Borrower will pay and perform all of the Obligations according to their terms.

B. All of the existing and hereafter acquired (i) trademark registrations and applications described or required to be described in Schedule A and (ii) letters patent and patent applications described or required to be described in Schedule B are, to Borrower’s knowledge, and shall remain, valid and subsisting in full force and effect, and Borrower owns and will remain the owner of sole, full, and clear title thereto, and has and will have the right and power to make the assignment and grant the security interests granted hereunder. Borrower will, at Borrower’s expense, perform all acts and execute all documents necessary to maintain valid and subsisting U.S. registration of all trademarks which are then in use in commerce and U.S. patents for all inventions which are then in use, including, without limitation, the filing of any use affidavits, renewal affidavits and applications and other maintenance filings. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, and the licenses, if any, which are specifically described in Schedule C hereto.

C. Other than provided in the last sentence of Section 3B hereof, Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or

lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Lender, or otherwise dispose of any of the Collateral without the prior written consent of Lender.

D. Borrower will, at Borrower's expense, perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office substantially in the form of Exhibits 1 and 2 hereof, requested at any time by Lender to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Lender. Borrower further authorizes Lender to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office or similar office of any other country or political subdivision thereof.

E. Borrower will, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Power of Attorney in the form of Exhibit 3 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder. Borrower hereby releases Lender from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Lender under the powers of attorney granted herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of Lender.

F. Lender may, in its sole discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Lender to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, paying all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Borrower will be liable to Lender for any such payment, which payment shall be deemed a borrowing by Borrower from Lender, and shall be payable on demand together with interest at the rate set forth in the Agreements and shall be part of the Obligations secured hereby.

G. As of the date hereof, Borrower does not own any Trademarks or Patents or have any Trademarks or Patents registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States or any other country or any political subdivision thereof other than those described in Schedules A and B annexed hereto.

H. Borrower shall notify Lender in writing of (i) the filing of any application for the registration of a Trademark or Patent with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein or any other country or any political subdivision thereof and (ii) the filing of any assignment of any Patent or Trademark that Borrower may acquire from a third party with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein or any other country or political subdivision thereof, within thirty (30) days of such filing. Upon request of Lender, Borrower shall execute and deliver to Lender any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Lender to evidence the security

interests of Lender in such Trademark or Patent, and Borrower hereby constitutes Lender its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are paid in full.

I. Borrower has not abandoned any of the Trademarks or Patents set forth on the Schedules hereto. Except to the extent that Lender, upon prior written notice of Borrower, shall consent, Borrower (either itself or through licensees) will continue to use the Trademarks on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain the Trademarks in full force, free from any claim of abandonment for nonuse, and Borrower will not (and will not permit any licensee to) do any act, nor omit to do any act, whereby the Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Except to the extent that Lender, upon prior written notice by Borrower, shall consent, Borrower will not (and will not permit any licensee to) do any act, or omit to do any act, whereby the Patents may become abandoned or dedicated. Borrower shall notify Lender immediately if Borrower knows or has reason to know of any reason why any application, registration, or recording of any Trademark or Patent may become abandoned, dedicated, canceled, invalidated, unenforceable, avoided, or avoidable.

J. Borrower will take all necessary steps and render any assistance, as Lender may determine is necessary, to Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks or Patents as Borrower's exclusive property and to protect Lender's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraph 3I hereof).

K. Borrower will promptly notify Lender if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other process or product which infringes upon any Patent or Trademark. If requested by Lender, Borrower, at Borrower's expense, shall join with Lender in such action as Lender, in Lender's discretion, may deem advisable for the protection of Lender's interest in and to the Trademarks or Patents.

L. Borrower assumes all responsibility and liability arising from the use of the Trademarks or Patents, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Borrower (or any affiliate or subsidiary thereof) in connection with any Trademark and Patent or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Borrower (or any affiliate or subsidiary thereof). Borrower agrees that Lender does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Borrower, and Borrower hereby agrees to

indemnify and hold Lender harmless with respect to any and all claims by any person relating thereto.

M. In any action or proceeding instituted by Lender in connection with any matters arising at any time out of or with respect to this Agreement, Borrower will not interpose any counterclaim of any nature other than compulsory counterclaims.

N. Prior to an Event of Default, Lender hereby acknowledges Borrower's exclusive nontransferable right to use the Trademarks and the goodwill of the business symbolized by the marks for Borrower's own benefit. Borrower will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Borrower will not change the quality of the products associated with the Trademarks without the Lender's prior written consent. Borrower hereby grants to Lender the right to visit Borrower's plant and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Lender may reasonably request.

4. EVENTS OF DEFAULT.

All Obligations shall, at Lender's option, become immediately due and payable without notice of demand upon the occurrence of any of the following events of default ("Events of Default"):

A. Borrower fails to pay or perform any Obligations when due.

B. Borrower defaults in the observance or performance of any agreements, covenants or conditions contained herein or in any of the Loan Documents or in any other document or instrument referred to herein or therein.

C. Any present or future representation or warranty made by or on behalf of the Borrower, whether contained herein or in any of the other Loan Documents or in any other document or instrument referred to herein or therein in connection with any of the transactions contemplated herein or therein, shall be false or incorrect in any material respect.

D. Any other event of default pursuant to the Loan Documents shall have occurred, including, but not limited to, any "Event of Default" under the Forbearance Agreement.

5. RIGHTS AND REMEDIES.

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under law, the Loan Documents or otherwise, and after expiration of any grace period, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

A. Lender may require that neither Borrower nor any affiliate or subsidiary of Borrower make any use of the Trademarks or any marks similar thereto or any Patent for any

purpose whatsoever. Lender may make use of any Trademarks or Patents for the sale of goods, or rendering of services in connection with enforcing any other security interest granted to Lender by Borrower or any subsidiary of Borrower.

B. Lender may, at any time and from time to time, grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

C. Lender may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Lender agrees to provide Borrower with ten (10) days prior written notice of any proposed disposition of the Collateral. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in Lender's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Borrower shall be liable for any deficiency.

D. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph 5C hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in subparagraph 3E hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Borrower agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees.

E. Lender may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole discretion determine. Borrower shall remain liable to Lender for any expenses or obligations remaining unpaid after the application of such proceeds, and Borrower will pay Lender on demand any such unpaid amount, together with interest at the rate set forth in the Loan Documents.

F. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Borrower shall supply to Lender or Lender's designee Borrower's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Borrower's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

G. Lender may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Borrower in, to and under any one or more license

agreements with respect to the Collateral, and take or refrain from taking any action with respect thereto, and Borrower hereby releases Lender from, and agrees to hold Lender free and harmless from and against any claims arising out of, or any action taken or omitted to be taken with respect to, any such license agreement.

Nothing contained herein shall be construed as requiring Lender to take any of the actions referenced in this paragraph 5 at any time. All of Lender's rights and remedies, whether provided under law, the Loan Documents, this Agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS.

A. Any failure or delay by Lender to require strict performance by Borrower of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Lender's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Lender, its agents, officers, or employees, except by an instrument in writing, signed by an officer of Lender and directed to Borrower, specifying such waiver.

B. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made if given in accordance with the notice provisions of the Forbearance Agreement:

If to Borrower: NUCLEAR RESEARCH CORPORATION
 125 Titus Avenue
 Warrington, Pennsylvania 18976
 Attn: Earl M. Pollock, President

If to Lender: FIRST UNION NATIONAL BANK
 123 South Broad Street
 Philadelphia, Pennsylvania 19103
 Attn: Debbie L. Nemetz

C. In the event any term or provision of this Agreement conflicts with any term or provision of the Forbearance Agreement, the term or provision of the Forbearance Agreement shall control.

D. In the event that any provision hereof shall be deemed to be invalid by any court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement or the application of such remaining provisions to persons or circumstances other than to those which it is held invalid, and this Agreement will be construed and enforced as if such invalid provisions had never been inserted.

E. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

F. The security interest granted to Lender hereunder shall terminate and the Collateral will be reassigned to Borrower, at Borrower's sole expense, upon termination of the Forbearance Agreement and indefeasible payment in full to Lender of all Obligations thereunder and hereunder. Lender will thereupon execute such release and other documents as Borrower may reasonably request, at Borrower's sole expense, to evidence such termination and reassignment.

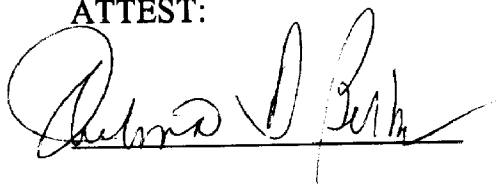
G. The validity, interpretation and effect of this Agreement shall be governed by the laws of the United States of America and the laws of the Commonwealth of Pennsylvania.

H. Borrower hereby irrevocably consents and submits in advance to the non-exclusive jurisdiction of any state or federal court located within the Commonwealth of Pennsylvania, to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, the other Loan Documents or to any matter arising therefrom in any such action or proceeding. Borrower hereby waives personal service of the summons and complaint, or other process or notice of motion or other application or papers issued therein, and agrees that service of such summons and complaint or other process or papers may be made outside Pennsylvania by registered or certified mail, return receipt requested, addressed to the Borrower at the address set forth herein or in such other manner as may be permissible under the rules of the state or federal courts, as the case may be, located within the Commonwealth of Pennsylvania.

I. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT WHETHER ARISING OUT OF, UNDER OR BY REASON OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY MATTER OR PROCEEDING RELATING THERETO.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Borrower and Lender have executed this Agreement as of the day and year first above written.

Borrower:
NUCLEAR RESEARCH CORPORATION

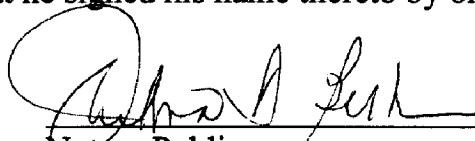
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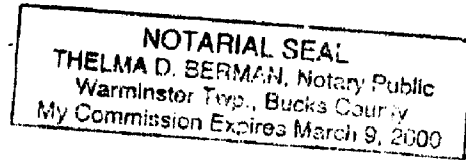
By: 
Earl M. Pollock, President

[Corporate Seal]

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 12 day of MAY, 1999, before me personally came Earl M. Pollock, to me known, who being duly sworn, did depose and say, that he is the president of NUCLEAR RESEARCH CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public



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SCHEDULE A
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Trademarks and Applications

U.S. Registered Trademarks

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registered</u>	<u>Status</u>
United States	Remrad	1,517,872	12/27/88	in force
United States	Gammatrol	1,535,079	4/18/89	in force
United States	NRC and Design	1,622,119	11/18/90	in force
United States	Envirosense	1,993,509	8/13/98	in force
United States	Veriproof	1,993,532	8/13/98	in force
United States	Road Warrior TTR	1,999,620	9/10/96	in force
United States	HACCP Warrior PTR	2,060,778	5/13/97	in force
United States	Road Warrior TTL	2,101,151	9/30/97	in force

U.S. Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
None.			

Foreign Registered Trademarks

<u>Item</u>	<u>Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.			

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U.S Common Law Trademarks

Trademark

Date of First Use

Comment

None.

U.S. Common Law Trade Names

Trade Name

Date of First Use

Comment

None.

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SCHEDULE B
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Patents and Patent Applications

<u>Country</u>	<u>Patent No.</u>	<u>Title</u>	<u>Issued</u>	<u>Expiry</u>
United States	4,605,859 (Dilanni et al)	Radiation Measuring Apparatus		8/12/2003
United States	4,691,411 (Noback)	Rad. Measuring Apparatus & Method		12/23/2003
United States	5,006,713 (Miller et al)	Alpha Probe		4/9/2008
Taiwan	22922 (Dilanni et al)	Radiation Measuring Apparatus		7/16/2000
Taiwan	23536 (Noback)	Rad. Measuring Apparatus & Method		10/15/2000
Israeal	75082 (Noback)	Rad. Measuring Apparatus & Method		12/19/2004
Japan	59-266511 (Dilanni et al)	Radiation Measuring Apparatus		12/19/2004
EPO Patents	0151880 (Dilanni et al)	Radiation Measuring Apparatus		12/19/2006
EPO Patents	0188054 (Noback)	Rad. Measuring Apparatus & Method		12/19/2004

Patent Pending Applications

<u>Country</u>	<u>Application No.</u>	<u>Title</u>
Japan	60-178671 (Noback)	Radiation Measuring Apparatus (allowed to use)

Foreign Patents and Patent Applications

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SCHEDULE C
to
TRADEMARK AND PATENT SECURITY AGREEMENT

Permitted Liens and Licenses

None.

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EXHIBIT 1

Assignment for Security

Trademarks

WHEREAS, NUCLEAR RESEARCH CORPORATION, a Pennsylvania (herein referred to as "**Assignor**"), has adopted, used and is using the trademarks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Assignor is obligated to FIRST UNION NATIONAL BANK, a national banking association (herein referred to as "**Assignee**"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "**Agreement**") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest to 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, all as more fully described in the Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment 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 123 South Broad Street, Philadelphia, Pennsylvania 19103.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the ____ day of March, 1999.

NUCLEAR RESEARCH CORPORATION

By: 

Name: *President*

Title:

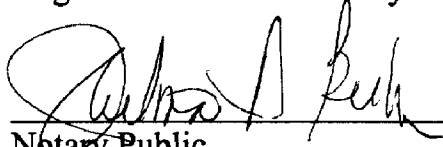
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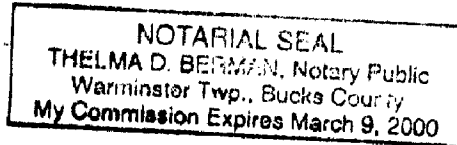
COMMONWEALTH OF PENNSYLVANIA)

)ss.:

COUNTY OF PHILADELPHIA)

On this 12 day of MAY, 1999, before me personally came Earl M. Pollock, to me known, who being duly sworn, did depose and say, that he is the president of NUCLEAR RESEARCH CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public



Doc. #171327 v.04 05/10/99 10:36 AM

SCHEDULE 1-A

U.S. Registered Trademarks

U.S. Pending Applications

<u>Item</u> <u>Date</u>	<u>Registration #</u>	<u>Effective Date</u>	<u>Expiration</u>
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U. S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
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SCHEDULE 1-B

U.S. Common Law Trademarks

Trademark

Date of First Use

Comment

U.S. Common Law Trade Names

Trade Name

Date of First Use

Comment

EXHIBIT 2

Assignment for Security

Patents

WHEREAS, NUCLEAR RESEARCH CORPORATION, a Pennsylvania corporation (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, as more particularly described on Schedule 2-A annexed hereto and made a part hereof (the "Patents");

WHEREAS, Assignor is obligated to FIRST UNION NATIONAL BANK, a national banking association (herein referred to as "Assignee"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee, and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension 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 Patents, all as more fully described in the Agreement (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment 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 123 South Broad Street, Philadelphia, Pennsylvania 19103.

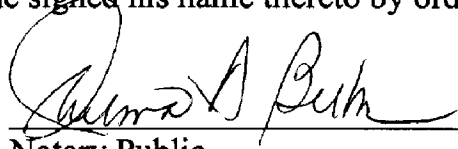
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the ____ day of March, 1999.

NUCLEAR RESEARCH CORPORATION

By: _____
Name: *President*
Title:

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 12 day of May, 1999, before me personally came Carl M. Block, to me known, who being duly sworn, did depose and say, that he is the president of NUCLEAR RESEARCH CORPOATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

NOTARIAL SEAL
THELMA D. BERMAN, Notary Public
Warminster Twp., Bucks County
My Commission Expires March 9, 2000

SCHEDULE 2-A

U.S. Patents

Issued

Title/Inventor

Date Issued

Patent No.

U.S. Patent Pending Applications

Title/Inventor

Filing Date

Serial No.

EXHIBIT 3

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

KNOW ALL MEN BY THESE PRESENTS, that NUCLEAR RESEARCH CORPORATION, a Pennsylvania business corporation with its chief executive office and principal place of business at 125 Titus Avenue, Warrington, Pennsylvania 18976 (hereinafter "**Borrower**"), hereby appoints and constitutes FIRST UNION NATIONAL BANK ("**Lender**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:


1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Borrower in and to any trademarks or patents and all registrations, recordings, reissues, continuations, continuations-in-part, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Borrower and Lender of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "**Obligations**", as such term is defined in the Security Agreement.

Dated as of March __, 1999

NUCLEAR RESEARCH CORPORATION

By: 
President

Name:
Title:

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

On this 12 day of MAY, 1999, before me personally came Earl M. Pottel to me known, who being duly sworn, did depose and say, that he is the president of NUCLEAR RESEARCH CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Thelma D. Berman
Notary Public

