

09-15-1999



101145947

MRB  
9-13-99

### 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

Execution Date  
Month Day Year

Formerly

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

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.)

09/14/1999 JSHADAZZ 00000013 75586658

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

**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 numbers 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" value="75586658"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2120904"/>	<input type="text" value="2165153"/>	<input type="text" value="2154561"/>
<input type="text" value="2133926"/>	<input type="text" value="2102963"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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:

#

Authorization to charge additional fees:

Yes

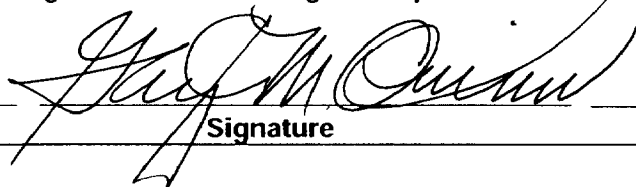
No

**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.

GAYLE M. QUINN

Name of Person Signing



Signature

9/10/99

Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 20, 1999 by and between EG&G TECHNICAL SERVICES, INC., a Delaware corporation (the "Grantor"), and Citicorp USA, Inc. ("Citicorp"), in its capacity as administrative and collateral agent (the "Administrative Agent") for the Lenders, the Issuing Banks and the other Holders under that certain Credit Agreement dated as of August 20, 1999 (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement") among the Grantor, as Borrower, Carlyle EG&G Holdings Corp., a Delaware corporation, the institutions from time to time party thereto as Lenders and Issuing Banks, the Administrative Agent, Bankers Trust Company, a New York banking corporation, as syndication agent for the Lenders and Issuing Banks (in such capacity, the "Syndication Agent" and, together with the Administrative Agent, the "Agents") and Deutsche Bank Securities Inc. and Salomon Smith Barney Inc., as Arrangers.

## WITNESSETH:

WHEREAS, the Grantor is a party to the Credit Agreement, pursuant to which the Lenders and the Issuing Banks have agreed to make loans and other financial accommodations to the Grantor, as Borrower, from time to time; and

WHEREAS, it is a condition precedent to the making of the Loans and the issuance of the Letters of Credit that the Grantor shall have entered into this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make the Loans and the Issuers to issue the Letters of Credit the Grantor hereby agrees as follows:

1. **Defined Terms.** The following terms have the following meanings (such meanings being equally applicable to both the singular and the plural forms of the terms defined):

"Agreement" means this Intellectual Property Security Agreement, as the same may from time to time be amended, modified or supplemented, and shall refer to this Intellectual Property Security Agreement as in effect on the date such reference becomes operative.

"Copyrights" means copyrights, registrations and applications therefor, and any and all (i) renewals and extensions thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

“Intellectual Property Collateral” has the meaning assigned to such term in Section 2 of this Agreement.

“Licenses” means license agreements in which the Grantor grants or receives a grant of any interest in Copyrights, Trademarks, Patents and Trade Secrets (all as defined herein) and other intellectual property and any and all (i) renewals, extensions, supplements, amendments and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due or payable to the Grantor with respect thereto, including damages and payments for past or future violations or infringements or misappropriations thereof, and (iii) rights to sue for past, present and future violations or infringements thereof.

“Patents” means patents and patent applications along with any and all (i) inventions and improvements described and claimed therein, (ii) reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (iii) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (iv) rights to sue for past, present and future infringements or misappropriations thereof, and (v) all other rights corresponding thereto throughout the world.

“Trademarks” means trademarks (including service marks and trade names, whether registered or at common law), registrations and applications therefor, and the entire product lines and goodwill of Grantor’s business connected therewith and symbolized thereby, together with any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due or payable or both with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (iii) rights to sue for past, present and future infringements or misappropriations thereof, and (iv) all other rights corresponding thereto throughout the world.

“Trade Secrets” means trade secrets, along with any and all (i) income, royalties, damages and payments now and hereafter due and/or payable to the Grantor with respect thereto, including damages and payments for past or future infringements or misappropriations thereof, (ii) rights to sue for past, present and future infringements or misappropriations thereof, and (iii) all other rights corresponding thereto throughout the world.

The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, and not to any particular section, subsection or clause contained in this Agreement. The word “including” shall mean “including, without limitation” unless the context otherwise requires.

**2. Grant of Security Interest in Intellectual Property Collateral.** In order to secure the complete and due and punctual payment of all of the Obligations, the Grantor hereby grants and conveys to the Administrative Agent on behalf and for the

ratable benefit of the Agents, the Lenders, the Issuing Banks and the other Holders as collateral security, a continuing security interest in all of the Grantor's entire right, title and interest in and to intellectual property rights now owned or existing and hereafter acquired or arising in the following assets, subject to the provisos set forth below in this Section 2 (all of which being hereinafter referred to as the "Intellectual Property Collateral"):

- (a) all Trademarks of the Grantor, including the Trademarks listed on Schedule A hereto;
- (b) all Copyrights of the Grantor, including the Copyrights listed on Schedule B hereto;
- (c) all Licenses of the Grantor, including the Licenses listed on Schedule C hereto;
- (d) all Patents of the Grantor, including the Patents listed on Schedule D hereto;
- (e) all Trade Secrets of the Grantor; and
- (f) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks;

provided that nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Administrative Agent with respect to any Intellectual Property Collateral to the extent prohibited by applicable law or by the terms and provisions of any written agreement, document or instrument conveying such Intellectual Property Collateral to Grantor.

**3. Representations and Warranties.** The Grantor represents and warrants that:

- (a) The Trademarks, Copyrights, Licenses, Patents and Trade Secrets are subsisting and have not been adjudged invalid or unenforceable except where the failure to do so would not have a Material Adverse Effect, in whole or in part;
- (b) The Grantor has the full right, power and authority to enter into this Agreement and to grant all of the right, title and interest herein granted;
- (c) The execution, delivery and performance by the Grantor of this Agreement do not and will not contravene any contractual restriction binding on or affecting the Grantor or any of its properties;
- (d) This Agreement has been duly executed and delivered by the Grantor and is a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms;

(e) The Grantor has not previously assigned, transferred, conveyed or otherwise encumbered such right, title and interest;

(f) The Grantor is the sole and exclusive owner of the Intellectual Property Collateral, all of which is free and clear of any Liens, charges and encumbrances, and no other person or entity has any claim with respect to the Intellectual Property Collateral whatsoever;

(g) Schedules A, B, C and D attached hereto list all Trademarks, Copyrights, and Licenses and Patents related to the Intellectual Property Collateral;

(h) There are no claims, judgments or settlements to be paid by the Grantor or pending claims or litigation relating to the Intellectual Property Collateral, except as set forth on Schedule E hereto;

(i) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by the Grantor in favor of the Administrative Agent for the benefit of itself and the Lenders pursuant to this Agreement or such as relate to other Permitted Existing Liens; and

(j) This Agreement is effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral in favor of the Administrative Agent for the benefit of itself and the Lenders. All action necessary or desirable to protect and create such security interest in each item of the Intellectual Property Collateral has been duly taken.

#### **4. Rights and Remedies; Application of Monies.**

(a) Upon the occurrence and during the continuation of a Default or an Event of Default, the Administrative Agent may to the fullest extent permitted by applicable law, without prior notice to Grantor, and without advertisement, hearing or process of law in any kind, (i) exercise any and all rights as beneficial and legal owner of the Intellectual Property Collateral, including any and all consensual rights and powers with respect to the Intellectual Property Collateral, and (ii) sell or assign or grant a license or franchise to use, or cause to be sold or assigned or granted a license or franchise to use, any or all of the Intellectual Property Collateral, in each case, free of all rights and claims of Grantor therein and thereto (but subject, in each case, to the rights of others heretofore granted or created by Grantor in the ordinary course of business). Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may (i) sell or assign the Intellectual Property Collateral, or any part thereof, for cash upon credit as the Administrative Agent may deem appropriate or (ii) grant licenses or franchises or both to use the Intellectual Property Collateral on such terms and conditions as the Administrative Agent shall determine. In connection therewith, the Administrative Agent shall have the right to impose such limitations and restrictions on the sale or

assignment of the Intellectual Property Collateral as the Administrative Agent may deem to be necessary or appropriate to comply with any law, rule or regulation (Federal, state, local or that of a foreign country) having applicability to any such sale and requirements for any necessary governmental approvals.

(b) It is expressly understood that, anything herein to the contrary notwithstanding, the Grantor shall remain liable under each of its Contractual Obligations (as such term is defined in the Credit Agreement) and each of its Licenses to observe and perform all the conditions and obligations to be observed by it thereunder and the Grantor shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contractual Obligation or License. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Contractual Obligation or License by reason of or arising out of this Agreement or the granting to the Administrative Agent and the Lenders of a security interest herein, nor shall the Administrative Agent or any Lender be required or obligated in any manner to perform or fulfill any of the obligations of the Grantor under or pursuant to any Contractual Obligation or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contractual Obligation or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) Grantor hereby expressly waives, to the fullest extent permitted by applicable law, any and all notices, advertisements, hearings or process of law in connection with the exercise by the Administrative Agent of any of its rights and remedies hereunder. The Administrative Agent shall not be liable to any Person for any incorrect or improper payment made pursuant to this Section 4, in the absence of gross negligence or willful misconduct.

(d) Notwithstanding any provisions of this Agreement to the contrary, if, after giving effect to any sale, transfer, assignment or other disposition of any or all of the Intellectual Property Collateral pursuant hereto and after the application of the proceeds hereunder to Obligations, any Obligations remain unpaid or unsatisfied, Grantor shall remain liable for the unpaid and unsatisfied amount of such Obligations.

(e) This Agreement is made to provide for and secure repayment of the Obligations of the Grantor in the following order of priority indicated:

**First**, to the payment of the costs and expenses of such sale, transfer, assignment or other disposition, including all expenses and liabilities (including reasonable compensation to the agents of, and counsel to, to the Administrative Agent and the Lenders) and advances made or incurred by the Administrative Agent and the Lenders in connection therewith or pursuant to Section 15 or 19 hereof;

**Next**, to the Lenders and the Administrative Agent, pro rata, for the payment in full of the Obligations;

**Finally**, after payment in full of all of the Obligations, to the payment to the Grantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

(f) Upon the declaration of an Event of Default, the Grantor agrees that it will promptly (and in any event within three Business Days) deliver to the Administrative Agent or its designee an assignment of the Intellectual Property Collateral, duly executed by the Grantor, in substantially the form of Schedule F annexed hereto. The Grantor agrees that the Administrative Agent may duly execute such an assignment as Grantor's true and lawful attorney-in-fact pursuant to Section 16 hereof.

**5. Security Interest Absolute.** All rights of the Administrative Agent and the Lenders and security interests granted herein, and all obligations of the Grantor pursuant hereto, shall be absolute and unconditional irrespective of:

(a) the lack of validity or enforceability of any provisions in the Credit Agreement, the Notes or any other Loan Document or any other agreement or instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, the Notes or any other Loan Document;

(c) any exchange, release or non-perfection of any Collateral other than the Intellectual Property Collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; or

(d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor or a third-party grantor.

**6. Termination of Security Interest.** This Agreement, and the security interests created or granted hereby or thereby, shall terminate when the later of the following shall have occurred: (a) the date that the last Obligations shall have been fully and indefeasibly paid and satisfied and (b) the date as of which the last of the Commitments and any other obligations that any of the Lenders have under any of the Loan Documents or related documents and instruments have terminated, at which time the Administrative Agent (without recourse upon, or any warranty whatsoever by, the Administrative Agent) shall execute and deliver to Grantor, for filing in each office in which any security agreement, notice or other filing, or any part thereof, shall have been filed, an instrument releasing the Administrative Agent's security interest in the Intellectual Property Collateral, and such other documents and instruments to terminate



any security interest of the Administrative Agent granted hereby as Grantor may reasonably request, all without recourse upon, or warranty whatsoever by, the Administrative Agent, except that the same shall be free and clear of any claims, liens or encumbrances created by or in respect of the Administrative Agent, and at the cost and expense of Grantor.

**7. Use and Protection of Intellectual Property Collateral.**

(a) Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Grantor may continue to exploit, license, franchise, use, enjoy and protect (whether in the United States of America or any foreign jurisdiction) the Intellectual Property Collateral in the ordinary course of business and the Administrative Agent shall from time to time execute and deliver, upon written request of Grantor and at Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to enable Grantor to do so.

(b) In order to more fully protect the Intellectual Property Collateral in respect of which security interests have been granted to the Administrative Agent by the Grantor hereunder, the Grantor may hereafter transfer to the Administrative Agent such additional rights, privileges, marks and licenses as Grantor may in its discretion determine to be necessary and appropriate to the continuing exploitation, licensing, use, enjoyment and protection (whether in the United States of America or any foreign jurisdiction) of the Intellectual Property Collateral.

**8. Duties of Grantor.** The Grantor shall have the duty to preserve and maintain all rights in the Intellectual Property Collateral in respect of which a failure to be able to continue to use the same would have a Material Adverse Effect. The Grantor shall take all action reasonably requested by the Administrative Agent to register, record and/or perfect the Administrative Agent's rights hereunder. Such duties shall include, but not be limited to, the following:

(a) The Grantor shall take appropriate action at its expense to halt the infringement of any of the Intellectual Property Collateral if such infringement would have a Material Adverse Effect on the value of the Intellectual Property Collateral or the Grantor's ability to use the Intellectual Property Collateral;

(b) The Grantor shall not amend, modify, terminate or waive any provisions of any other contract to which the Grantor is a party in any manner which might Materially Adversely Effect the Intellectual Property Collateral.

**9. Payment of Obligations.** The Grantor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Intellectual Property Collateral or in respect of its income or profits therefrom and all claims of any kind, except that no such charge need be paid if (i) such non-payment does not involve any danger of forfeiture or loss of any of the Intellectual Property Collateral or any

interest therein and (ii) such charge is adequately reserved against in accordance with and to the extent required by GAAP.

**10. The Administrative Agent's Right to Sue.** Whenever an Event of Default shall have occurred and be continuing, the Administrative Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to protect or enforce the Trademarks, Copyrights, Licenses, Patents and Trade Secrets, and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such protection or enforcement.

**11. Maintenance of Records.** The Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral, including a record of all payments received and all credits granted with respect to the Intellectual Property Collateral and all other dealings with the Intellectual Property Collateral. The Grantor will mark its books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby. For the Administrative Agent's and the Lenders' further security, the Grantor agrees that the Administrative Agent and the Lenders shall have a special property interest in all of the Grantor's books and records pertaining to the Intellectual Property Collateral and, upon the occurrence and during the continuation of any Event of Default, the Grantor shall deliver and turn over any such books and records to the Administrative Agent or its representatives at any time on demand of the Administrative Agent. Prior to the occurrence of an Event of Default and upon reasonable notice from the Administrative Agent, the Grantor shall permit any representative of the Administrative Agent to inspect such books and records as set forth in Section 12.

**12. Right of Inspection.** Upon reasonable notice to the Grantor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Administrative Agent shall at all times have full and free access during normal business hours to all the books and records and correspondence of the Grantor, and the Administrative Agent or its representatives may examine the same, take extracts therefrom and make photocopies thereof, and the Grantor agrees to render to the Administrative Agent, at the Grantor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

**13. No Waiver; Cumulative Remedies.** No failure on the part of the Administrative Agent to exercise, and no delay on the part of the Administrative Agent in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by the Administrative Agent preclude other or further exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Administrative Agent whether at law, in equity or otherwise.

**14. Notices.** Any notice, demand, request or any other communication required or desired to be served, given or delivered hereunder shall be in writing and shall be served, given or delivered as provided in Section 14.8 of the Credit Agreement.

**15. Expenses of Collection.** The Grantor hereby agrees to pay all expenses of the Administrative Agent, including reasonable attorneys' fees, incurred with respect to the collection of any of the Intellectual Property Collateral and the enforcement of the respective rights of the Administrative Agent and the Lenders hereunder (together with interest thereon from and after the date of payment of such expenses by the Administrative Agent in accordance with the rate then in effect for Loans under the Credit Agreement), which expenses together with interest thereon as aforesaid shall constitute Obligations.

**16. Administrative Agent Appointed Attorney-in-Fact.** Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or Administrative Agent thereof, with full power of substitution, as Grantor's true and lawful attorney-in-fact, for the purpose of taking such action and executing agreements, instruments and other documents, in the name of Grantor or otherwise, not inconsistent with the express provisions of this Agreement, as the Administrative Agent may deem necessary or reasonably required to accomplish the purposes hereof, which appointment is an agency coupled with an interest and is irrevocable until payment in full of all Obligations. The Administrative Agent agrees that until the occurrence and continuation of an Event of Default, it will forbear from exercising the power of attorney or any rights granted to the Administrative Agent pursuant to this Section 16.

**17. Governing Law; Binding Effect; Assignment.** This agreement shall be governed by and construed in accordance with the law of the State of New York. This Agreement shall be binding upon and inure to the benefit of the parties hereto and shall inure to the benefit of the Administrative Agents, the Lenders, the Issuing Banks and the other Holders and their successors and assigns. Nothing set forth herein or in any other Loan Document is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Agreement, the Credit Agreement or any other Loan Document or any Intellectual Property Collateral. The Grantor's successors and assigns shall include a receiver, trustee or debtor-in-possession thereof or therefor.

**18. Further Indemnification.** The Grantor agrees to pay, and save the Administrative Agent harmless from, any and all liabilities with respect to, or resulting from any delay in paying (other than a delay caused by the gross negligence or willful misconduct of the Administrative Agent, its officers, employees, directors, attorneys, agents or representatives), any and all excise, sales or other similar taxes which may be payable with respect to any of the Intellectual Property Collateral or in connection with any of the transactions contemplated by this Agreement.

**19. Administrative Agent May Perform.** If the Grantor fails to perform any agreement contained herein, the Administrative Agent may, but shall not be obligated to, itself perform, or cause performance of, such agreement, and the expenses of the

Administrative Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 15 hereof or, if not so paid, shall become Obligations.

**20. New Intellectual Property.** In the event, prior to the time the Obligations have been indefeasibly paid in full, the Grantor shall (i) obtain any rights to or interests in any new inventions whether or not patentable, patents, patent applications or any reissue, divisions, continuations, renewals, extensions, or continuations-in-part of any patent or improvement of any patent, trademarks, trade names, service marks, and registrations or applications therefor, copyrights and registrations or applications therefor, or licenses, or (ii) become entitled to the benefit of any patent, copyright or trademark, or any registrations or applications therefor, license, license renewal, trade secret or copyright renewal, the provisions of this Agreement shall automatically apply thereto and anything enumerated in clause (i) or (ii) of this Section 20 shall constitute Intellectual Property Collateral. The Grantor agrees, promptly following the written request by the Administrative Agent, to amend this Agreement by amending any or all of Schedules A, B, C, D and E, as applicable, to include any such future trademarks, trademark registrations, trademark applications, trade names, service marks, copyrights and licenses which would be Intellectual Property Collateral, and to immediately prepare, execute and record with all appropriate foreign country, Federal, state and/or local offices and authorities an Intellectual Property Security Agreement for any such new Intellectual Property Collateral, in form and substance similar to this Agreement, and to deliver to the Administrative Agent reasonable proof of such recordation.

**21. WAIVER OF JURY TRIAL.** EACH OF THE GRANTOR AND THE ADMINISTRATIVE AGENT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE GRANTOR ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EITHER THE GRANTOR OR THE ADMINISTRATIVE AGENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

**22. Amendments, Etc.** No amendment or waiver of any provision of this Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

**23. Further Documentation.** The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver such further instruments and documents, and take such further action, as may be necessary or desirable, or as the Administrative Agent may request, in order to perfect and protect any security interests granted or purported to be granted hereby or to enable

the Administrative Agent to exercise and enforce the rights and remedies pursuant hereto with respect to any of the Intellectual Property Collateral.

**24. Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**25. Section Titles.** The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not part of this Agreement.

**26. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

**27. Governing Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity and without invalidating the remaining provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer, on the date first above written.

EG&G TECHNICAL SERVICES, INC.

By: HT Johnston  
Title: President & CEO

Accepted and Acknowledged:

CITICORP USA, INC., as  
Administrative Agent

By: \_\_\_\_\_  
Title:

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer, on the date first above written.

EG&G TECHNICAL SERVICES, INC.

By: \_\_\_\_\_  
Title:

Accepted and Acknowledged:

CITICORP USA, INC., as  
Administrative Agent

By:  \_\_\_\_\_  
Title:  
**BARRY FARLEY**  
Vice President

SIGNATURE PAGE TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

## SCHEDULE A

TRADEMARKS

<u>Mark</u>	<u>Owner</u>	<u>Registration No. Application No.</u>	<u>Registration Date/ Expiration Date</u>
EG&G + Magnet	EG&G Technical Services, Inc.	2120904	12/16/97 12/16/07
EG&G Insight	EG&G Technical Services, Inc.	2165153	06/16/98 06/16/08
EGGINC.COM	EG&G Technical Services, Inc.	75/586658	03/23/98
Magnet Black Solid Outline	EG&G Technical Services, Inc.	2154561	05/05/98 05/05/08
EG&G Astrophysics	EG&G Technical Services, Inc.	2133926	02/03/98 02/03/08
EG&G Information Technologies	EG&G Technical Services, Inc.	2102963	10/07/97 10/07/07



**SCHEDULE B**

**COPYRIGHTS**

None

**SCHEDULE C**

**LICENSES**

None

**SCHEDULE D**

**PATENTS**

None

**SCHEDULE E**  
**LITIGATION**

**None**