


RECORDED  
12/21/99 7



101241542

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

1. Name of conveying party(ies): 

IRD Mechanalysis, Inc.  
1700 Edison Drive  
Milford, Ohio 45150

12-21-1999  
U.S. Patent & TMO/TM Mail Rcpt Dt. #26

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation-State — Ohio  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: FINOVA Mezzanine Capital Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 500 Church Street, Suite 200  
City: Nashville State: Tennessee ZIP: 37219

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Tennessee  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: November 12, 1999

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
2,015,170

Additional numbers attached  Yes  No

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

Name: Lori L. Smith  
Internal Address: Chambliss, Bahner & Stophel, P.C.  
Street Address: 1000 Tallan Building  
Two Union Square  
City: Chattanooga State: Tennessee ZIP: 37402

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) .....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number  
20-0052  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christy E Wilson                      Lori L. Smith  
Name of Person Signing                      Signature

December 15, 1999  
Date

01/10/2000 DNGUYEN 00000050 200052 2015170 Total number of pages including cover sheet, attachments, and document: 6

01 FC:481 40.00 CH

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

**FIRST AMENDMENT TO  
TRADEMARK AND PATENT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT ("Amendment") dated as of the 10th day of November, 1999 is made and entered into on the terms and conditions hereinafter set forth, by and between ENTEK IRD INTERNATIONAL CORPORATION, an Ohio corporation (formerly Entek Scientific Corporation) ("Borrower"), IRD MECHANALYSIS, INC., an Ohio corporation ("IRD"), DIAGNETICS, INC., an Oklahoma corporation ("Diagnetics"), and FINOVA MEZZANINE CAPITAL INC., a Tennessee corporation (formerly Sirrom Capital Corporation) ("Lender").

WITNESSETH:

WHEREAS, Lender made term loans to Entek Scientific Corporation in the original aggregate principal amount of Three Million Seven Hundred Fifty Thousand and No/100ths Dollars (\$3,750,000) (collectively, the "Loan") on the terms and conditions set forth in that certain Loan Agreement dated as of June 28, 1996, by and between Lender and Entek Scientific Corporation, as amended by that certain First Amendment to Loan Agreement and Loan Documents dated April 30, 1997, that certain Second Amendment to Loan Agreement and Loan Documents dated May 22, 1997 and that certain Third Amendment to Loan Agreement and Loan Documents of even date herewith, (as now or hereafter amended, the "Loan Agreement"); capitalized terms used herein but not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement;

WHEREAS, the Loan is further evidenced and secured by certain agreements, documents and instruments as more particularly described in the Loan Agreement and defined therein as the "Loan Documents" including that certain Trademark and Patent Security Agreement by and between Borrower and Lender dated June 28, 1996 (the "Borrower Security Agreement"), that certain Trademark and Patent Security Agreement by and between IRD and Lender dated June 28, 1996 (the "IRD Security Agreement") and that certain Trademark and Patent Security Agreement by and between Diagnetics and Lender dated May 22, 1997 (the "Diagnetics Security Agreement") (the Borrower Security Agreement, the IRD Security Agreement and the Diagnetics Security Agreement are hereinafter referred to collectively as the "Security Agreements");

WHEREAS, Borrower, IRD and Diagnetics have subsequently acquired additional intellectual property;

WHEREAS, this Amendment shall amend the Security Agreements.

AGREEMENT:

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, IRD and Diagnetics and Lender hereby agree as follows:

1. Schedule A to each Security Agreement is amended to add the following additional intellectual property:

**Entek IRD International Corporation**  
**Pending U.S. Patent Applications**

<b>Title</b>	<b>Ser. No.</b>	<b>Filing Date</b>
Evaluating Properties of Oil Using Dielectric Spectroscopy	09/075,622	05/11/98
Order Tracking Signal Sampling Process	09/033,682	03/03/98
Portable, Self-Contained Data Collection System & Methods	09/152,429	09/14/98

**Entek IRD International Corporation**  
**In-Force U.S. Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Voltage Tuned Active Filter and Circuitry Simulating a Capacitance and an Inductance	4,383,230	05/10/83
Portable Self-Contained Data Collection Systems and Methods	5,808,903	09/15/98

**Entek IRD International Corporation**  
**In-Force U.S. Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Baseline	2,201,826	11/03/98
Reliability Through Technology	2,204,297	11/17/98
Turbomonitor	2,241,781	04/27/99
Enteract	2,259,171	07/06/99
Motormonitor	2,274,097	08/31/99

**Entek IRD International Corporation**  
**Pending U.S. Trademark Applications**

<b>Mark</b>	<b>Ser. No.</b>	<b>Filing Date</b>
Machine Wizard	75/306,739	06/11/97
The Machinery Information Company	75/506,197	06/24/98
Emonitor Odyssey	75/528,386	07/30/98
Turbotrend	75/644,578	02/22/99
Plantlink	75/608,083	12/18/98
Enshare	75/730,863	06/16/99
Enlab	75/729,566	06/16/99
Entach	75/733,938	06/22/99
Enpac	75/729,568	06/16/99

**IRD Mechanalysis, Inc.**  
**In-Force U.S. Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CML	2,015,170	11/12/96

**Diagnetics, Inc.**  
**In-Force U.S. Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
System for Monitoring and Analyzing Solid Contaminants in Fluids	5,095,740	03/17/92
Ferrous Particle Counter	5,708,198	01/13/98

2. The terms "Loan Document" and "Loan Documents" as defined in the Loan Agreement are amended to include this Amendment and any and all other documents relating to the Loan (i) by and between Borrower or any other person or entity and Lender or (ii) executed by Borrower or any other person or entity in favor of Lender.

3. Except as modified and amended hereby, the Security Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, or have caused this Amendment to be executed by their duly authorized officers, as of the day and year first above written.

**BORROWER:**

ENTEK IRD INTERNATIONAL CORPORATION, an Ohio corporation (formerly Entek Scientific Corporation)

By: James Cunningham  
Title: Vice Pres

**IRD:**

IRD MECHANALYSIS, INC., an Ohio corporation

By: James Cunningham  
Title: Vice Pres

**DIAGNETICS:**

DIAGNETICS, INC., an Oklahoma corporation

By: James Cunningham  
Title: Vice Pres

**LENDER:**

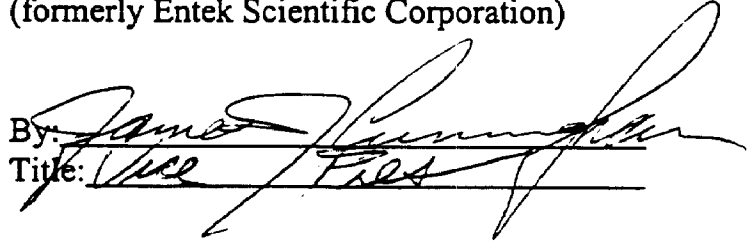
FINOVA MEZZANINE CAPITAL INC., a Tennessee corporation (f/k/a Sirrom Capital Corporation)

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

IN WITNESS WHEREOF, the parties hereto have executed this Amendment, or have caused this Amendment to be executed by their duly authorized officers, as of the day and year first above written.

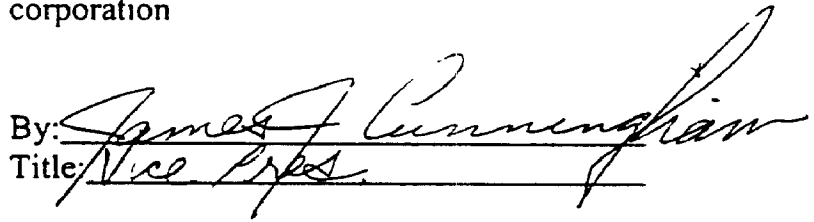
**BORROWER:**

ENTEK IRD INTERNATIONAL  
CORPORATION, an Ohio corporation  
(formerly Entek Scientific Corporation)

By:   
Title: Vice Pres

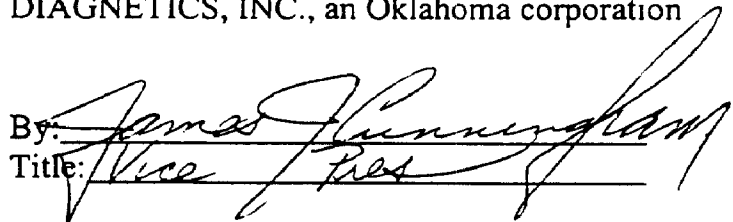
**IRD:**

IRD MECHANALYSIS, INC., an Ohio  
corporation

By:   
Title: Vice Pres

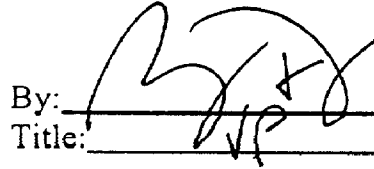
**DIAGNETICS:**

DIAGNETICS, INC., an Oklahoma corporation

By:   
Title: Vice Pres

**LENDER:**

FINOVA MEZZANINE CAPITAL INC., a  
Tennessee corporation (f/k/a Sirrom Capital  
Corporation)

By:   
Title: VP