

03-17-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
Atty Docket No. 26668/04000

02-17-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #40

101292782

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

<p>1. Name of conveying party(ies): Instron Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Massachusetts <input type="checkbox"/> Other _____</p> <p>Additional names of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <hr/> <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: _____</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>National City Bank</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1900 East Ninth Street</u> City <u>Cleveland</u> State <u>Ohio</u> Zip <u>44114</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>				
<p>4. Application number(s) or patent number(s):</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Trademark Application No(s).</td> <td style="width: 50%;">B. Trademark Registration No(s)..</td> </tr> <tr> <td></td> <td style="text-align: center;">1,681,862 2,180,421</td> </tr> </table> <p style="text-align: center;">Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		A. Trademark Application No(s).	B. Trademark Registration No(s)..		1,681,862 2,180,421
A. Trademark Application No(s).	B. Trademark Registration No(s)..				
	1,681,862 2,180,421				
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p style="text-align: center;">Jeanne E. Longmuir, Esq. Calfee, Halter & Griswold LLP 800 Superior Avenue - Suite 1400 Cleveland, Ohio 44114-2688</p> <p>CERTIFICATE OF MAILING Date: <u>February 15, 2000</u></p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope with sufficient postage addressed to: Assistant Commissioner for Trademarks, Assignment Branch, 2900 Crystal Drive, Arlington, Va., 22202-3513.</p> <p><u>Joyce FORD</u> (Typed or Printed Name)</p> <p><u>Joyce Ford</u> (Signature)</p>	<p>6. Total number of applications and registrations involved: <u>11</u></p> <hr/> <p>7. Total fee (37 CFR 3.41): <u>\$290.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Total Fee Due <input checked="" type="checkbox"/> Any deficiencies in the enclosed fees.</p> <hr/> <p>8. Deposit account number: <u>03-0172</u> <input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge our deposit account for any deficiencies in the enclosed fees.</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>				
<p>03/17/2000 DDCATES 00000049 1681862</p> <p style="text-align: right;">DO NOT USE THIS SPACE</p> <div style="display: flex; justify-content: flex-end; gap: 20px; margin-right: 50px;"> 40.00 OP 250.00 OP </div>					
<p>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.</p> <p style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <u>Jeanne E. Longmuir</u> Name of Person Signing </div> <div style="width: 35%; text-align: center;"> Signature </div> <div style="width: 25%; text-align: right;"> <u>2/11/00</u> Date </div> </p> <p style="text-align: right;">Total number of pages comprising transmittal: <u>2</u>.</p>					

*mys
2/17/00*

0

Additional Trademarks

942,751

944,315

858,921

885,013

710,592

728,507

651,726

652,070

646,484

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST
IN TRADEMARKS AND LICENSES**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS AND LICENSES (this "Collateral Assignment") is made as of September 29, 1999, by INSTRON CORPORATION ("Assignor"), a Massachusetts corporation, having an office at 100 Royal Street, Canton, Massachusetts 02021, and NATIONAL CITY BANK, a national banking association, having an office at 1900 East Ninth Street, Cleveland, Ohio 44114 ("Administrative Agent").

RECITALS

A. Assignor is the owner of certain trademarks listed in Exhibit A attached to this Collateral Assignment.

B. Assignor has entered into that certain Credit and Security Agreement dated as of September 29, 1999 (as from time to time amended, modified or supplemented, the "Credit Agreement"), among the Assignor, certain other borrowers which are parties thereto (collectively, the "Borrowers"), the banks listed on the signature pages thereto (the "Banks") and National City Bank, as Administrative Agent (the "Administrative Agent"), pursuant to which, upon the satisfaction by the Assignor of certain terms and conditions contained therein, the Administrative Agent, the Banks, the Designated Letter of Credit Issuers, the Designated Swing Line Lenders and the Designated Hedge Creditors (collectively, the "Secured Parties") will make certain advances and other financial accommodations available to Assignor.

C. Pursuant to the Credit Agreement, Assignor has agreed to grant Administrative Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the trademarks described in Exhibit A, and the goodwill symbolized by such trademarks (the "Goodwill") as collateral security for the Obligations, the Swing Line Obligations, the Letter of Credit Obligations and the Designated Hedge Obligations (as defined in the Credit Agreement).

D. Assignor is the owner of the entire right, title and interest in the trademarks and Goodwill which are the subject hereof.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Assignor hereby:

1. Assigns, pledges and grants to Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations, the Swing Line Obligations, the Letter of Credit Obligations and the Designated Hedge Obligations, a security interest in and to the trademarks listed

{JDG0554.DOC:5}

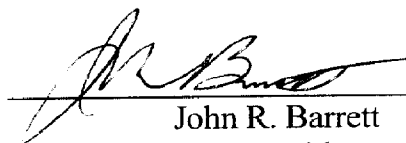
in Exhibit A and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Assignor after the date hereof;

2. Assigns, pledges and grants to Administrative Agent, for the benefit of the Secured Parties, as security for the Obligations, the Swing Line Obligations, the Letter of Credit Obligations and the Designated Hedge Obligations, a security interest in and to any license agreements in which Assignor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred by the Assignor, as specified as of the date hereof on Exhibit B); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in Exhibit A and, subject to restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Assignor after the date hereof.

IN WITNESS WHEREOF, Assignor has caused its corporate seal to be affixed hereunto and duly attested, and has caused this Collateral Assignment to be signed by its authorized officer the day and year first above written.

INSTRON CORPORATION
("ASSIGNOR")

A handwritten signature in black ink, appearing to read "John R. Barrett", is written over a horizontal line.

John R. Barrett
Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this 28th day of September, 1999, before me personally came John R. Barrett, to me known, who, being duly sworn, did depose and state that ~~s~~he is the Vice President of Instron Corporation, the corporation described in and which executed the above instrument; and that [s]he signed [her]his name thereto by order of the Board of Directors of said corporation.

Jean DeLauro aka Jean Funk
Notary Public

[SEAL]

My commission expires: **JEAN FUNK**
~~Notary Public, State of Ohio, Lake Cty.~~
My Commission Expires May 21, 2001

EXHIBIT ATRADEMARKS/SERVICE MARKS

<u>Service Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
MICROFICIAL	1681862	April 7, 1992	Instron Corporation
SHORE	2180421	August 11, 1998	Instron Corporation
WILSON	942751	September 12, 1972	Instron Corporation
WILSON	944315	October 3, 1972	Instron Corporation
TUKON	858921	October 22, 1968	Instron Corporation
INSTRON (words and design)	885013	January 27, 1970	Instron Corporation
NONE (design only)	710592	January 31, 1961	Instron Corporation
ONE TEST IS WORTH A THOUSAND EXPERT OPINIONS	728507	March 13, 1962	Instron Corporation
INSTRON	651726	September 17, 1957	Instron Corporation
INSTRON (words and design)	652070	September 24, 1957	Instron Corporation
ROCKWELL	646484	June 4, 1957	Instron Corporation

EXHIBIT B

NON-ASSIGNABLE LICENSES

[NONE]