

05-25-2000

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OPR/FINANCE

TO: The Commissioner of Patents and Trademarks

101367316

1 document(s) or copy(ies).

Submission Type

- New
- Resubmission Document ID #
- Correction of PTO Error Reel # Frame #
- Corrective Document Reel # Frame #

5-12-00

Conveyance Type

- Assignment
 - Security Agreement
 - Merger
 - Change of Name
 - Other
 - License
 - Nunc Pro Tunc Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Systemation Engineered Products, Inc.

Formerly

Execution Date
Month Day Year
April 28 2000

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

Receiving Party

Mark if additional names of receiving attached

Name PNC Bank, National Association

DBA/AKA/TA

Composed of

Address (line 1) Two Tower Center Boulevard

Address (line 2)

Address (line 3) East Brunswick City New Jersey State/Country 08816 Zip Code

- Individual
 - Corporation
 - Other
 - Citizenship/State of Incorporation/Organization
 - General Partnership
 - Association - National Banking Association
 - Limited Partnership
- 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.)

05/24/2000 ASCOTT 00000101 1923078

FOR OFFICE USE ONLY

01 FC-401 10-00-00
02 FC-402
burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002078 FRAME: 0587

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 (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

42

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)

1,923,078 1,996,926 1,997,061

Number of Properties

Enter the total number of properties involved

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$90.00

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:

07-1700

Authorization to charge additional fees:

Yes

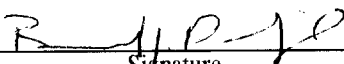
No

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.

Bernard J. Podurgiel

Name and Person Signing



Signature

5-12-00

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

April 28, 2000

from

ROBOTIC VISION SYSTEMS, INC.

AND

CIMATRIX LLC

ACUITY IMAGING LLC

SYSTEMATION ENGINEERED PRODUCTS, INC.

VANGUARD AUTOMATION, INC.

NORTHEAST ROBOTICS LLC

(GRANTORS)

to

PNC BANK, NATIONAL ASSOCIATION

(AS LENDER AND AS AGENT)

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SCHEDULES

- Schedule I - Patents and Patent Applications
- Schedule II - Trademark Registrations and Applications
- Schedule III - Copyright Registrations and Applications
- Schedule IV - Licenses

EXHIBITS

- Exhibit A Form of Intellectual Property Security Agreement Supplement

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of April 28, 2000, made by Robotic Vision Systems, Inc., a corporation organized under the laws of the State of Delaware ("Robotic"), CiMatrix LLC a limited liability company organized under the laws of the State of Delaware ("CiMatrix"), Acuity Imaging LLC, a limited liability company organized under the laws of the State of Delaware ("Acuity"), Systemation Engineered Products, Inc., a corporation organized under the laws of the State of Wisconsin ("Systemation"), Vanguard Automation, Inc., a corporation organized under the laws of the State of Delaware ("Vanguard") and Northeast Robotics, Inc., a limited liability company organized under the laws of the State of Delaware ("Northeast Robotics") (each a "Grantor" and collectively "Grantors"), for the benefit of PNC Bank, National Association, a national banking association, as Agent (the "Agent") for the lenders (the "Lenders") from time to time party to the Credit Agreement (as defined below). All capitalized terms used herein, unless otherwise defined, shall be defined as provided in the Credit Agreement.

WHEREAS, the Grantors, the Lenders, and the Agent have entered into a Revolving Credit and Security Agreement dated as of April 28, 2000 (as at any time amended, modified or supplemented, the "Credit Agreement"), pursuant to which the Lenders have extended certain credit facilities to the Grantors;

WHEREAS, it is a condition to the making of the Advances under the Credit Agreement that the Grantors enter into this Intellectual Property Security Agreement;

WHEREAS, the Grantor's access to the credit facilities to be extended by the Lenders will confer direct benefits on the Grantors, and the Grantor's execution, delivery and performance of this Security Agreement are in furtherance of the Grantor's purposes and are necessary or convenient to the conduct, promotion or attainment of the Grantor's business.

NOW THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants and pledges to the Agent for its benefit a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by each Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights

corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship, or other intellectual property, whether each Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof but not including any license agreements under which the Grantor is a licensee and under the terms thereof such grant and pledge of a security interest shall constitute a default or violation and for which no consent to such grant and pledge has been obtained from such Person, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement)

now or hereafter owned by each Grantor and now or hereafter covered by any such licenses (the "Licenses" and each a "License"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by any Guarantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

SECTION 2. Security for Lender Obligations. This Agreement secures the payment of all obligations of each Grantor now or hereafter existing under the Credit Agreement and all other documents or agreements executed in connection therewith, whether for principal, interest, fees, expenses or otherwise (the "Secured Obligations").

SECTION 3. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Agent shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Agent be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by each such Grantor free and clear of any lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Documents (including, without limitation, any liens disclosed on Schedule 1.2 to the Credit Agreement). No effective financing statement or other instrument similar in effect covering all or any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Agent relating to this Agreement or one of the other Documents except as provided under the Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names,

trademarks, service marks, copyrights or works of authorship. Each Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable, except and to the extent the invalidity of such License could not reasonably be expected to result in a Material Adverse Effect on the Grantors taken as a whole. Each such Grantor is not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral except as set forth on Schedule V. No Grantor has granted any License (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral except as provided under the Credit Agreement or Other Documents (the "Documents").

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III except where failure to do so could not reasonably be expected to result in a Material Adverse Effect on Grantors taken as a whole.

(f) This Agreement creates in favor of the Agent a valid and perfected first and only priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations except as provided under the Documents.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by each Grantor of the security interest granted hereby, for the pledge by each such Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office

against each copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by each Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral.

(j) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances.

(a) Each Grantor agrees that from time to time, at the expense of each Grantor, each Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Agent believes may be reasonably necessary or reasonably desirable, or that the Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Agent, with respect to the Intellectual Property Collateral owned by each such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of each such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, copyright, copyright registration, copyright application, work of authorship or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the business connected with the use of same and symbolized by same), copyright, copyright registration, copyright application, work of authorship or License will automatically become part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all necessary or desirable steps including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by each such Grantor. Each Grantor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless each such Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of each such Grantor's business, in which case, each such Grantor shall give written notice of any such abandonment or discontinuance to the Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral, or (iii) of any adverse determination.

(g) In the event that any Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, said Grantor shall promptly notify the Agent and will take such actions as said Grantor or the Agent deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation unless such Grantor reasonably determines that its failure to do so will not have a Material Adverse Effect on the Grantors taken as a whole. Any expense in connection with such activities will be borne by said Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III unless such Grantor reasonably determines that its failure to do so will not have a Material Adverse Effect on the Grantors taken as a whole.

(i) Each Grantor shall take all steps which it or the Agent deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. Each Grantor agrees that except as otherwise permitted under the Credit Agreement, it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral, or (ii) create or suffer to exist any lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement.

SECTION 7. The Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints the Agent's attorney-in-fact, with full authority in the place and stead of each such Grantor and in the name of each such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to each such Grantor to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable to enforce the rights of the Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. The Agent May Perform. If any Grantor fails to perform any agreement contained herein, the Agent may itself, upon fifteen (15) days' notice to said Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be borne by said Grantor.

SECTION 9. The Agent's Duties. The powers conferred on the Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Intellectual Property Collateral, whether or not the Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Document or otherwise available to it, all the rights and remedies of a secured party upon default under the Uniform Commercial Code in effect in the State of New York at such time (the "New York Uniform Commercial Code") (whether or not the New York Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require each Grantor to, and each such Grantor hereby agrees that it will at its expense and upon request of the Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Agent and make them available to the Agent at a place and time to be designated by the Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to said Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and said Grantor will supply to the Agent or its designee said Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, said Grantor's customer lists and other records and documents relating to such Intellectual

Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to each such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11(b)), in whole or in part, by the Agent, for its benefit against all or any part of the Secured Obligations in such order as the Credit Agreement may require and otherwise as the Agent may elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Agent may exercise any and all rights and remedies of each Grantor in respect of the Intellectual Property Collateral.

(d) All payments received by each Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of each such Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses.

(a) Each Grantor hereby agrees to indemnify the Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) Each Grantor will, upon demand, pay to the Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations, and a separate action or actions may be brought and prosecuted against each Grantor to enforce this Agreement, irrespective of whether

any action is brought against any Grantor or whether any Grantor is joined in any such action or actions. All rights of the Agent and the pledge and security interest created hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

- (a) any lack of validity or enforceability of any Document or any other agreement, instrument or document 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 Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Grantors or any Guarantor or any of their Subsidiaries or otherwise;
- (c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;
- (d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Grantors, any Guarantor or any of their Subsidiaries;
- (e) any change, restructuring or termination of the corporate structure or existence of any Grantor or any Guarantor or any of their Subsidiaries; or
- (f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 13. Amendments, Waivers, Supplements, Etc.

- (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent and each Grantor, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- (b) No failure on the part of the Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- (c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Document to a "Grantor" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security

Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and IV, as appropriate, hereto and the Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. ~~Addresses for Notices~~. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Agent, addressed to it at its address set forth below; or, as to each other party, at such other address as shall be designated by such party in a written notice to each Grantor and the Agent.

To the Agent: PNC Bank, National Association
Two Tower Center Boulevard
East Brunswick, New Jersey 08816
Attention: Michelle Stanley-Nurse
Telefax Number: (732) 220-4393

With copies to: Goodwin, Procter & Hoar LLP
Exchange Place
Boston, Massachusetts 02109
Attention: Steven M. Ellis, P.C.
Telefax Number: (617) 523-1231

To the Grantors: c/o Robotic Vision Systems, Inc.
5 Shawmut Road
Canton, MA 02021
Attention: Frank D. Edwards
Telefax Number: (781) 828-9852

With copies to: Bingham Dana LLP
150 Federal Street
Boston, MA 02110
Attention: Sula R. Fiszman, Esq.
Telefax Number: (617) 951-8736

All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations and (ii) the date of termination in whole of all the commitments of the Lenders under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its commitment under the Credit Agreement, the Advances owing to it and the Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent herein or otherwise.

SECTION 16. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Documents, the Agent will, at each Grantor's expense, execute and deliver to each such Grantor such documents as each such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Event of Default shall have occurred and be continuing, (ii) each such Grantor shall have delivered to the Agent, at least twenty (20) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Agent and a certification by each such Grantor to the effect that the transaction is in compliance with the Documents and as to such other matters as the Agent may request and (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with the Credit Agreement and (iv) the Agent shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations and (ii) the date of termination in whole of all commitments of the Lenders and Agent under the Credit Agreement, the pledge and security interest granted by each Grantor hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to each such Grantor. Upon any such termination, the Agent will, upon receipt of a written request and at each Grantor's expense, execute and deliver to each such Grantor such documents as each such Grantor shall reasonably request to evidence such termination.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page


to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the New York Uniform Commercial Code are used herein as therein defined.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

ROBOTIC VISION SYSTEMS, INC.

By: 
Name: Pat V. Costa
Title: President


CIMATRIX LLC

By: Robotic Vision Systems, Inc.,
its Manager


By: 
Name: Pat V. Costa
Title: President

ACUITY IMAGING LLC


By: Robotic Vision Systems, Inc.,
its Manager

By: 
Name: Pat V. Costa
Title: President

SYSTEMATION ENGINEERED
PRODUCTS, INC.

By: 
Name: Pat V. Costa
Title: President

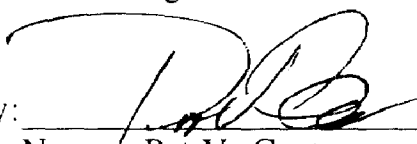
VANGUARD AUTOMATION, INC.

By: 
Name: Pat V. Costa
Title: President

NORTHEAST ROBOTICS LLC

By: CiMatrix LLC, its Manager

By: Robotic Vision Systems, Inc.,
its Manager


By: 
Name: Pat V. Costa
Title: President

S\860587.2

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Norfolk) ss.
)

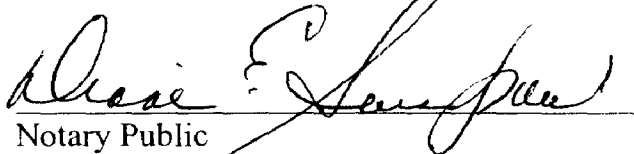
On this 28th day of April, 2000, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he is the President of ROBOTIC VISION SYSTEMS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Norfolk) ss.
)


On this 28th day of April, 2000, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he is the President of ROBOTIC VISION SYSTEMS, INC. the manager of CIMATRIX LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Norfolk) ss.
)

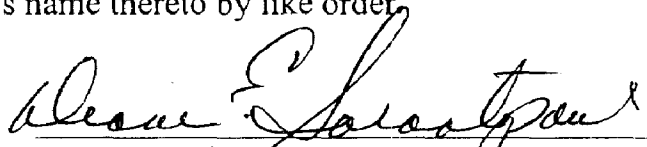
On this 28th day of April, 2000, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he is the President of ROBOTIC VISION SYSTEMS, INC. the manager of ACUITY IMAGING LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

COMMONWEALTH OF MASSACHUSETTS)

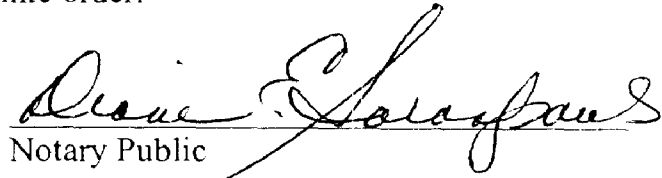
COUNTY OF Norfolk) ss.
)

On this 28th day of April, 2000, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he is the President of SYSTEMATION ENGINEERED PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

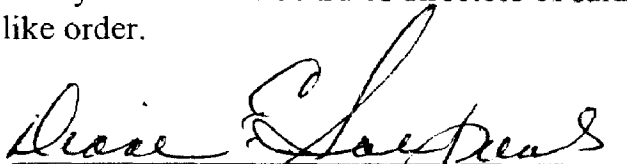
COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Norfolk)

On this 28th day of April, 2000, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he is the President of VANGUARD AUTOMATION, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

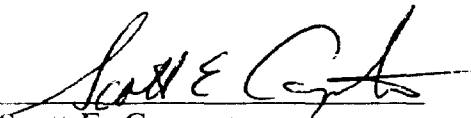
COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF Norfolk)

On this 28th day of April, 2000, before me personally came Pat V. Costa, to me known, who, being by me duly sworn, did depose and say that he is the President of ROBOTIC VISION SYSTEMS, INC. the manager of CIMATRIX LLC the manager of NORTHEAST ROBOTICS LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.


Notary Public

ACCEPTED AND ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: Scott E. Carpenter

Title: Vice President

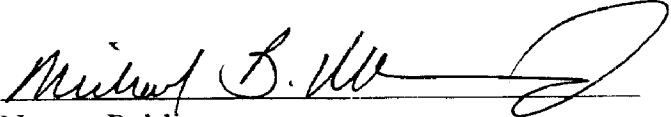
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COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

On this 28th day of April, 2000, before me personally came Scott E. Carpenter, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of PNC BANK, NATIONAL ASSOCIATION, the lending institution described in and which executed the foregoing instrument and that he signed his name thereto by on behalf of said lending institution.


Notary Public

Commission Expires: 4/10/2003

ACUTY IMAGING LLC

(Patents)

Patent No.	Title
4577344	Vision System
4597081	Encoder Interface with Error Detection and Method Therefor
5461417	Continuous Diffuse Illumination Method and Apparatus
5539485	Illumination Device for Providing Continuous Diffuse Light On and Off and Observing Axis
5604550	Illuminating Device for Indirectly Illuminating an Object with Continuous Diffuse Light
5684530	Continuous Diffuse Illumination Method and Apparatus
5713661	Hockey Puck Shaped Continuous Diffuse Illumination Apparatus and Method

The following have not been granted a Collateral Assignment to Bank of New York:

Patent No.	Title
4581762	Vision Inspection System
6041148	System and Method for Extracting Image Data
6038352	Two Bit Morphology Processing Apparatus and Method
5977994	Data Resampler for Data Processing System for Logically Adjacent Data Samples
5943125	Ring Illumination Apparatus for Illuminating Reflective Elements on a Generally Planar Surface
5926557	Inspection Method
5828449	Ring Illumination Reflective Elements on a Generally Planar Surface

DOCSC\873294.1

CIMATRIX LLC

(Patents)

Patent No.	Title
D414, 480	Strobe Lamp Illumination, Issued 9/28/99

Security Interest previously granted to Bank of New York

Patent No.	Title
5,177,346	Bar Code Reader for Reading Bar Code Labels With a Highly Specular and Low Contrast Surface
5,149,948	Improved Bar Code Reader System for Reading Bar Codes Under High Specular Reflection Conditions With a Variety of Surface Conditions
4,920,255	Automatic Incremental Focusing Scanner System
5,701,003	Intensity Compensating Scanning System

ROBOTIC VISION SYSTEMS, INC.

(Patents)

Patent No.	Title
4259017	Methods for use in Definition of Object Surfaces
4259589	Generation of Contiguous Data Files of 3-D Information
4269513	Arrangement for Sensing the Surface of an Object Independent of the Reflectance Characteristics of the Surface
4285754	Method and apparatus of Producing Planar Elements in the Construction of Surfaces and Bodies
4286852	Recording Images of a 3-D Surface by Focusing on a Plane of Light Irradiating the Surface
4292724	Arrangement for Constructing Surfaces and Bodies
4335962	Apparatus and Method for Determining Spatial Information
4337566	Gauging System for Machining
4355447	Gauging System for Sculptured Surfaces
4357108	Method for Reproduction of Object Surface
4392182	Arrangement for Scanning Points in Space
4396945	Method for Sensing Position and Orientation of Elements in Space
4402608	Room Scanning System Using Multiple Cameras and Projector Sensors
4443705	Method for Locating points in a 3-D Surface Using Light Intensity Variations
4443706	Method for Locating points in a 3-D Surface Using Light Intensity Variations
4488173	Method of Sensing the Position and Orientation of Elements in Space
5723869	Multichannel Position Sensing Detector
4508452	Arrangements for Sensing the Characteristics of a Surface and Determining Position of Points Thereon
4511252	Arrangements for Sensing the Geometric Characteristics of an Object
4529316	Arrangement for Eliminating Erroneous Data in 3-D Optical Sensors
4533828	Arrangement for Increasing the Dynamic Range of Optical Inspection Devices to Accommodate Varying Surface Reflectivity Characteristics
4573758	Beam Deflection System

Patent No.	Title
4590367	Arrangement for the Expansion of the Dynamic Range of Optical Devices
4591253	Adaptive Vision System
4594001	Detection of 3-D Information with a Projected Plane of Light
4629324	Arrangement for Measuring Depth Based on Lens Focusing
4630910	Method of Measuring in 3-D at High Speed
4634279	Method of 3-D Measurement with Few Projection Patterns
4634278	Method of 3-D Measurement with Few Projected Patterns
4637058	Location of Objects Without use of Salient Features
4640620	Arrangement for Rapid Depth Measurement Using Lens Focusing
4643578	Arrangement for Scanned 3-D Measurement
4648717	Method of 3-D Measurement with Few Projection Patterns
4652205	Robot Cell Safety System
4652749	Optical Coordinate Measurement Systems with Dual Path Reflecting Means
4657393	Pattern Optimization When Measuring Depth to Surface Using Lens Focusing
4682894	Calibration of 3-D Space
4689480	Arrangement of Improved Scanned 3-D Measurement
4225228	Surface Coating for Optical Inspection
4783166	Arrangement for Improving Visual Detection of Painted Areas Relative to Surrounding Material
4822163	Tracking Vision Sensor
4830443	3-D Volumetric Sensor
4845639	Robotic Sealant Calibration
4854698	3-D Measurement Via Multiple Gating
4895434	Apparatus and Method for 3-D Measurement Using Holographic Scanning
4901576	Acoustic Leak Detection System
4925308	Calibration of 3-D Space
4954059	Sealant Bead Profile Control
4967370	Robot and Sensor Error Determination System

Patent No.	Title
4991968	3-D Object Surface Determination with Automatic Sensor Control
4999785	Method and Apparatus for Evaluating Defects of an Object
5028799	Method and Apparatus for Evaluating Defects of an Object
5018803	3-D Volumetric Sensor
4991772	Multiple Air Stream Control
5118192	System for 3-D Inspection of Objects
5175018	Automated Masking Device for Robotic Painting/Coating
5216259	Apparatus and Method for Improved Determination of the Spatial Locations of Object Surface Points
5263567	Horizontal Vibrator Method for Use in Orienting Articles
5349378	Context Independent Fusion of Range and Intensity Imagery
5371375	Method of Obtaining 3-D Measurement of Multi Parts or Devices in a Multi Pocketed Tray
5463227	Method for Obtaining 3-Dimensional Data from Multiple Parts or Devices in a Multi-Pocketed Tray
5465152	Method for Coplanarity Inspection of Package or Substrate Warpage for Ball Grid Arrays, Column Arrays and Similar Structures
5475370	System for Detecting Ice or Snow on Surface which Specularly Reflects Light
5528287	Multi-Level Retarder Plate Polarization Dependent Imaging
5532738	System for Detecting Ice or Snow on Surface Which Specularly Reflects Light
5554858	Segmented Position Sensing Detector for Reducing Non-Uniformly Distributed Stray Light from A Spot Image
5576948	Machine Vision for Adaptive Laser Beam Steering
5589822	System for Detecting Ice or Snow on Surface Which Specularly Reflects Light
5600150	Method for Obtaining 3-D Data from Semiconductor Devices in a Row/Column Array and Control of Manufacturing
5617076	System for Detecting Ice or Snow on Surface Which Specularly Reflects Light
5648853	System for Inspecting Pin Grid Arrays
5668630	Dual Bed Scanner with Reduced Transport Time
5691810	Dual Bed Scanner with Reduced Transport Time

Patent No.	Title
4199253	Methods and Systems For Three-Dimensional Measurement
4202612	Arrangement For Sensing The Geometric Characteristics of an Object
4238147	Recording Images of a Three-Dimensional Surface by Focusing on a Plane of Light Irradiating the Surface
4249827	Arrangement for Color Coding of Surfaces
5790242	Chromatic Optical Ranging Sensor
5793051	Method for Obtaining Three-Dimensional Data From Semiconductor Devices in a Row/Column Array and Control of Manufacturing of Same With Data To Eliminate Manufacturing Errors
5818061	Apparatus and Method for Obtaining Three-Dimensional Data From Objects in a Contiguous Array
5838239	System For Detecting Ice or Snow on Surface Which Specularly Reflects Light
5841538	Apparatus for Detecting a Polarization Altering Substance on a Surface
5850284	Apparatus for Detecting a Polarization Altering Substance on a Surface
5859924	Method and System for Measuring Object Features
6031225	System and Method for Selective Scanning of an Object or Pattern Including Scan Correction
6036096	Multi-Modally Grippable Device and Method of Use

VANGUARD AUTOMATION, INC.

(Patents)

Patent No.	Title
5,551,216	Method and Apparatus for Filling a Ball Grid Array
5,499,487	Method and Apparatus for Filling a Ball Grid Array

Schedule II: Trademarks

ACUITY IMAGING LLC

(Trademarks)

Registration/Serial No.	Mark	Registration/Filing Date
1,168,182	AUTOVISION	09/08/81
1,171,769	AUTOMATRIX (DES.)	09/29/81
1,172,083	ROBOVISION	10/06/81
1,175,980	RAIL	11/03/81
1,182,794	AID	12/22/81
1,183,576	CYBERVISION	12/29/81
1,184,206	AUTOMATIX	12/29/81
1,192,050	AUTOMATIX (DES.)	03/16/82
1,199,414	AUTOMATIX (DES.)	06/29/82
1,200,942	WELD CELL	07/13/82
1,201,864	RAIL	07/20/82
1,209,193	AI (DES.)	09/14/82
1,223,130	Design Only	01/11/83
1,227,021	AUTOMATIX THE ROBOTIC SYSTEMS COMPANY (DES.)	02/08/83
1,317,872	ITRAN	02/05/85
1,321,811	AI 32	02/26/85
1,330,721	MACRAIL (DES.)	04/16/85
1,507,525	ACUITY	10/04/88
1,531,778	I-PAK	03/28/89
1,561,925	IMAGE ANALYST	10/24/89
1,631,348	ASAP	01/15/91
1,927,176	CDI	10/17/95
1,928,061	SCTI	10/17/95
1,929,508	DOAL	10/24/95

Registration/Serial No.	Mark	Registration/Filing Date
1,952,629	POWERVISION	01/30/96
1,952,836	ACUITY	01/30/96
1,997,038	CLOUDY DAY	08/27/96
2,019,692	MENTORVISION	11/26/96
2,021,633	ACUITY IMAGING, INC.	12/10/96
2,035,404	NERLITE	02/27/97
2,241,681	DIFFUSE-ON-AXIS LIGHT	04/27/99
2,261,393	POWER BGA	07/13/99
75/495,875	VISIONISCAPE	06/04/98

CIMATRIX LLC

(Trademarks)

Registration/Serial No.	Mark	Registration/Filing Date
1,953,696	CIPRO	01/30/96
1,977,185	CIMAX	05/28/96
1,977,186	CIX	05/28/96
1,984,536	OMNICIX	06/02/96
1,360,356	MAG BARCODE	09/17/85

ROBOTIC VISION SYSTEMS, INC.

(Trademarks)

Registration/Serial No.	Mark	Registration/Filed Date
1,241,899	ROBO SENSOR	06/14/83
2,147,502	CIMATRIX (DES.)	03/31/98
75/393,246	SMARTSCAN (DES.)	11/2097

SYSTEMATION ENGINEERED PRODUCTS, INC.

(Trademarks)

Registration/Serial No.	Mark	Registration/Filing Date
1,923,078	SYSTEMATION	09/26/95
1,996,926	S (Stylized)	08/27/96
1,997,061	S (Stylized)	09/27/96

Schedule III: Copyrights

- none -

Schedule IV: License Agreements

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License Agreements

Settlement Agreement dated as of June 12, 1998 by and between General Scanning Inc., a Massachusetts corporation and Robotic Vision Systems, Inc., a Delaware corporation.

Asset Purchase and License Agreement dated as of November 10, 1999 by and between Polaroid Corporation, a Delaware corporation and Robotic Vision Systems, Inc., a Delaware corporation.

EXHIBIT A

to

Intellectual Property Security Agreement

**FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

PNC Bank, National Association, as the Agent
under the Credit Agreement referred to below
Attention:

Intellectual Property Security Agreement
dated as of _____, 2000 made by Robotic Vision Systems, Inc., CiMatrix LLC, Acuity
Imaging LLC, Systemation Engineered Products, Inc., Vanguard Automation, Inc., and
Northeast Robotics LLC (each a "Grantor" and collectively "Grantors"), for the benefit of PNC
Bank, National Association, a national banking association, as Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such
Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter
be amended, supplemented, restated or otherwise modified from time to time, being the
"Intellectual Property Security Agreement") made by the Grantors to the Agent. The terms
defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to
therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as the date first above written, to become a Grantor
under the Intellectual Property Security Agreement as if it were an original party thereto and
agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also
mean and be a reference to the undersigned.

The undersigned hereby pledges to the Agent, its benefit and hereby grants to the Agent,
for the its benefit, as security for the Secured Obligations a lien on and security interest in, all of
the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and
to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the
property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual
Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto,
respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have
been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the

Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

**[NAME OF ADDITIONAL
INTELLECTUAL PROPERTY
GRANTOR]**

By: _____

Name: _____

Title: _____

Address: _____

GOODWIN, PROCTER & HOAR LLP

COUNSELLORS AT LAW
EXCHANGE PLACE
BOSTON, MASSACHUSETTS 02109-2881

TELEPHONE (617) 570-1000
TELECOPIER (617) 523-1231

May 12, 2000

VIA EXPRESS MAIL

EL535289799US

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

**Re: Recordation of Intellectual Property Security Agreement
Systemation Engineered Products, Inc. to PNC Bank, National Association**

Dear Commissioner:

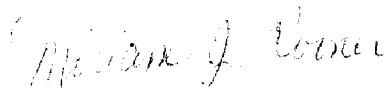
Enclosed please find the following documents for recordation:

1. Trademark recordation form cover sheet;
2. Intellectual Property Security Agreement;
3. A check in the amount of \$90.00 to cover the recordation fees pursuant to 37 C.F.R. 3.41; and
4. A return postcard for acknowledgment of your receipt of these documents.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 07-1700.

If you have any questions regarding these documents, please call me at (617) 570-1292.

Sincerely,



Miriam J. Rovner
Senior Legal Assistant

MJR:clk

Enclosures

cc: Sula R. Fiszman, Esq. (with enclosure)
Bernard J. Podurgiel, Esq. (with enclosure)

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RECORDED: 05/12/2000

TRADEMARK
REEL: 002078 FRAME: 0632