

09-14-2000

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/91)

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U.S. DEPARTMENT OF Patent and Trademark

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MBO 8-24-00

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

1. Name of conveying party(ies): Imperial Technology, Inc. f/k/a Imperial Acquisition Sub, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. Internal Address: Street Address: 500 West Monroe Street City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State Delaware, Other

If assignee is not domiciled in the United States, a domestrepresentative 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, Other

Execution Date: August 15, 2000

4. Application number(s) or trademark

A. Trademark Application No.(s) -None-

B. Trademark Registration -See the attached-

Additional numbers attached? Yes

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington Stat DC ZIP 20004

09/13/2000 DNGUYEN 0000266 1172092

6. Total number of applications and registrations 5

7. Total fee (37 CFR 3.41) \$ 140.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01 FC:401 40.00 DP 02 FC:402 100.00 DP

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.

Judith Jimenez Name of Person

Signature

08/17/2000 Date

Total number of pages including cover sheet, attachments, and 8

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

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
MAXIRAM	1,172,092	10/06/1981
MEGARAM	1,261,555	12/20/1983
MEGASTREAM	1,347,480	7/9/1985
MEGACARD	1,448,197	7/21/1987
MEGACACHE	1,889,700	6/13/1995

TRADEMARK APPLICATIONS

None.

Trademark Security Agreement

**TRADEMARK**  
**REEL: 002135 FRAME: 0717**

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of August, 2000 by IMPERIAL TECHNOLOGY, INC., a Delaware corporation, formerly known as Imperial Acquisition Sub, Inc. ("Grantor") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Celerity Omega, Inc., a Delaware corporation ("Borrower"), and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, Grantor is a wholly-owned subsidiary of Borrower and recognizes that, as a wholly-owned subsidiary of Borrower, it will receive substantial direct and indirect benefits by reason of the making of loans to Borrower as provided in the Credit Agreement; and

WHEREAS, Grantor has agreed to guarantee the punctual payment and performance when due of the Obligations pursuant to that certain Guaranty of even date herewith; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement; and

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created or acquired:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) each "Trademark License", whether now owned or hereafter acquired, or in which Grantor now has or hereafter acquires any rights ("Trademark Licenses" means and includes any written agreement granting to any person any right to use or exploit any Trademark or Trademark registration of another person), including, without limitation, any Trademark Licenses described in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed and all royalties or sums due or to become due under or in respect of Grantor's Trademark Licenses, together with the right to sue for and collect all such royalties and other sums; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intent-To-Use Applications. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use, the "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending, this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent for the ratable benefit of the Lenders on such Intent-To-Use Application as collateral security for the Obligations; provided that at such time as any such Intent-To-Use Application matures into a Trademark, such Trademark shall automatically and without further action by the Agent, any Lender or Grantor become a Trademark under this Agreement.;

4. Warranties and Representations. Grantor warrants and represents to Grantee that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;

(ii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iii) Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.

5. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not, except in connection with sales of products to its customers in the ordinary course of its business, take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.

6. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices of the industry in which Grantor conducts its business, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products, consistent with commercially reasonable business practices of the industry in which the Grantor conducts its business, sold by Grantor under the Trademarks.


7. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.

8. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

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[Signature Page Follows]*

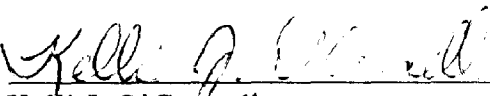
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**IMPERIAL TECHNOLOGY, INC.**, a Delaware corporation, formerly known as Imperial Acquisition Sub, Inc.

By:   
Name: Stephen E. Adamson  
Title: President  
    *Vice*

*Agreed and Accepted  
As of the Date First Written Above*

**HELLER FINANCIAL, INC.**, as Agent

By:   
Name: Kelli J. O'Connell  
Title: Vice President

ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Los Angeles ) ss.

On the 14<sup>th</sup> day of August, 2000 before me personally appeared Stephen E. Adamson to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice-President of IMPERIAL TECHNOLOGY, INC., who being by me duly sworn, did depose and say that he is Vice-President of IMPERIAL TECHNOLOGY, INC., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

Hannah H. Kim  
Notary Public



My commission expires:

June 5, 2002



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REEL: 002135 FRAME: 0724**