

12-06-2000

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Docket No.:  
21755.005



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To the Honorable Commissioner of Pat

101541538

attached original documents or copy thereof.

1. Name of conveying party(ies):

Sciencetech NES, Inc.

*MUD*  
*11.15.00*

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 28, 2000

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

Name: First Union National Bank

Internal Address: One First Union Center, TW-10

Street Address: 301 S. College St.

City: Charlotte State: NC ZIP: 28288

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,217,009

Additional numbers attached?  Yes  No

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

Name: Karl S. Sawyer, Jr.

Internal Address: Kennedy Covington Lobdell &

Hickman, LLP

4200 Bank of America Corporate Center

Street Address: 100 N. Tryon St.

City: Charlotte State: NC ZIP: 28202

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:

18-1215

11-15-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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.

Karl S. Sawyer, Jr.

Name of Person Signing

*Karl Sawyer*  
Signature

November 15, 2000

Date

Total number of pages including cover sheet, attachments, and document: 7

## TRADEMARK SECURITY AGREEMENT

WHEREAS, Scientech NES, Inc. a corporation organized under the laws of Delaware ("Grantor"), owns the Trademarks and the Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to a Credit Agreement (as amended, restated and otherwise modified, the "Credit Agreement") of even date herewith among Scientech, Inc., the Grantor and the Additional Borrowers party thereto (collectively, the "Borrowers"), such Lenders party thereto (collectively, the "Lenders"), First Union National Bank, as administrative agent (the "Administrative Agent") and U.S. Bank National Association, as Syndication Agent, the Lenders have agreed to extend certain credit facilities to the Borrowers on the terms and conditions more particularly described in the Credit Agreement; and

WHEREAS, pursuant to the terms of the Collateral Agreement of even date (as said Agreement may be amended, restated or otherwise modified from time to time, the "Collateral Agreement;" all capitalized terms defined in the Credit Agreement or the Collateral Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement or the Collateral Agreement), between the Borrowers and the Administrative Agent, the Borrowers have granted to the Administrative Agent for the ratable benefit of itself and Lenders a security interest in certain assets of each of the Borrowers, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all Obligations owing by the Borrowers (including the Grantor) under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Administrative Agent for the ratable benefit of itself and Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now existing or hereafter created or acquired in order to secure the Obligations referred to herein:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

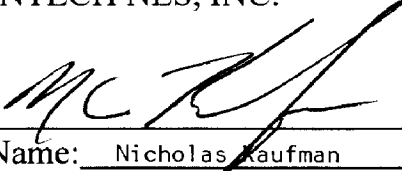
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 and the trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 28th day of April, 2000.

SCIENTECHNES, INC.

By:   
Name: Nicholas Kaufman  
Title: CEO

[Signature Pages Continue]

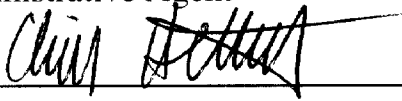
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[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 002189 FRAME: 0466**

Agreed and Accepted as of the  
28th day of April, 2000.

FIRST UNION NATIONAL BANK,  
as Administrative Agent

By: 

Name: Chris Hetterly

Title: Director

[Acknowledgment Follows]

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[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 002189 FRAME: 0467**

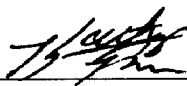
ACKNOWLEDGMENT

STATE OF Maryland

COUNTY OF Baltimore

I, Kathryn Pruss, a Notary Public for said County and State, do hereby certify that Nicholas C. Kaufman personally appeared before me this day and stated that (s)he is CEO of Scientech NES, Inc. and acknowledged, on behalf of Scientech NES, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of April, 2000.



\_\_\_\_\_  
Notary Public

My commission expires:

NOTARY PUBLIC COMMISSION EXPIRES  
My Commission Expires: 04/28/2002

\_\_\_\_\_

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[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 002189 FRAME: 0468**

**Schedule 1**

**REGISTERED TRADEMARKS – SCIENTECH NES, INC.**

<b>MARK</b>	<b>REGISTRATION NO.</b>
Service Mark – NES Logo	1,217,009