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FORM PTO-1595 (Rev. 6-92) OMB No. 0651-0011 (exp. 4/94)

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SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): CPI, Inc. Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Sovereign Bank Internal Address: Street Address: 75 State Street City: Boston State: MA ZIP: 02109 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other October 30, 2000 Execution Date:

4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) None B. Patent No.(s) 1. 389,318 (1/20/98) Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jillian Erdos, Esq. Internal Address: Edwards & Angell, LLP Street Address: 101 Federal Street City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved: 1

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

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

DO NOT USE THIS SPACE

9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Danica Kubick Signature: Danica Kubick Date: October 30, 2000 Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20221

TRADEMARK REEL: 002192 FRAME: 0601

SECURITY AGREEMENT (PATENTS)

WHEREAS, CPI, INC., a Massachusetts corporation, with a principal place of business at 135 Oak Hill Way, Brockton, MA 02304 (the "Company"), CSPX, INC., a Massachusetts corporation ("CSPX"), C.S. PIERCE ACQUISITION CO., INC., a Massachusetts corporation ("CPI") and SOVEREIGN BANK, a federal savings bank, with a place of business at 75 State Street, Boston, Massachusetts 02109 (the "Bank") have entered into an Intellectual Property Security Agreement dated as of October 30, 2000 (the "Security Agreement") and CSPX and the Bank are also parties to a Credit Agreement dated as of October 30, 2000 by and between CSPX as the Borrower and the Bank as the Lender (the "Credit Agreement"); and

WHEREAS, the Company is the owner of certain United States Patents (collectively, the "Patents") listed on Schedule A hereto and identified in said Security Agreement; and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Patents; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Bank shall have all rights of a foreclosing secured party in and to the Patents and any proceeds thereof, including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the Company's right, title and interest in and to the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Patents listed on Schedule A hereto; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to the Patents; the Company agrees that it will not sell or assign any of the Patents without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Patents.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Credit Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Patents). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

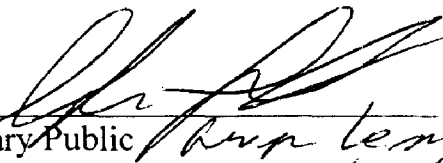
COMMONWEALTH OF MASSACHUSETTS)

) ss.

COUNTY OF SUFFOLK)

Then personally appeared before me the above-named Maic Moran, the vice president of Sovereign Bank, and stated that he/~~she~~ executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 30th day of October, 2000.



Notary Public Theresa Tenbrun
My commission expires: 1/13/01

SCHEDULE A
TO
SECURITY AGREEMENT (PATENTS)

U.S. Patents

Patent Registrations

Registration No.

Issue Date

389,318

January 20, 1998

Patent Applications

Description

Serial No.

Filing Date

None.

BOS 189549/JERDOS

RECORDED: 11/01/2000

TRADEMARK
REEL: 002192 FRAME: 0605