FORM PTO-1618
Expires 06/30/99
OMB 0651-0027

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02-23-2001

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

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

Conveying Party

[x] Mark if additional names of conveying parties attached

Name: Metrologic Instruments, Inc.

Execution Date Month Day Year: 01 08 01

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: New Jersey

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: PNC Bank, National Association

DBA/AKA/TA:

Composed of:

Address (line 1): 249 Fifth Avenue

Address (line 2):

Address (line 3): Pittsburgh (City) Pennsylvania (State/Country) 15222 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Delaware

[ ] 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.)*

FOR OFFICE USE ONLY

Public 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

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 412-562-1637

Name: Michael L. Dever

Address (line 1): Buchanan Ingersoll, P.C.

Address (line 2): 301 Grant Street, 20th Floor

Address (line 3): Pittsburgh, PA 15219

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 24

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)		
See attached Schedule A			See attached Schedule A		

Number of Properties

Enter the total number of properties involved. # 41

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 1040.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-4553

Authorization to charge additional fees: Yes [x] 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.

Michael L. Dever		1/22/01
Name of Person Signing	Signature	Date Signed

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RECORDATION FORM COVER SHEET
CONTINUATION
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Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name: Adaptive Optics Associates, Inc. — 01 08 01

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other:

☒ Citizenship State of Incorporation/Organization: Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name:

DBA/AKA/TA:

Composed of:

Address (line 1):

Address (line 2):

Address (line 3): City: State/Country: Zip Code:

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other:

☐ 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 the Assignment.)*

☐ Citizenship/State of Incorporation/Organization:

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)		

SCHEDULE A

Mark	Registration No.
BITS 'N' PIECES	2,340,682
CODEGATE	2,369,462
CONCERT	2,371,980
HANDSET	2,057,956
HOLOSET	2,174,962
HOLOTRAK	2,142,119
HOLOTUNNEL	2,383,379
LIBERTY	2,040,923
METROLOGIC	1,921,803
METROPOS	2,357,107
METROSELECT	2,311,873
METROSET	2,346,895
MINISLOT	1,407,516
OMNIQUEST	2,299,964
ORBIT	2,255,616
PULSAR	2,410,847
SCANGLOVE	1,799,120
SCAN PAL	1,688,888
SCANQUEST	1,882,840
SCANSELECT	2,338,325
SCANSET	1,948,155
TECH 7	2,086,720
TECH 8	2,086,721
TECH 10	2,086,722
THE VARSIDE	2,097,858
VOYAGER	2,356,251
ADAPTIVE OPTICS ASSOCIATES	2,028,365
ADAPTIVE OPTICS ASSOCIATES	1,966,033
ADVISOR	1,685,147
AOA AND DESIGH	2,306,770
FACETRAX	1,984,170
KINEVIEW	2,391,084
MULTI-TRAX	2,035,013
WAVELAB	2,074,958
WAVESCOPE	2,324,215
CUBIT	2,417,666
AOA AND DESIGN	2,406,500

Mark	Serial No.
VOYAGERCG	76/181,248
METROLOGIC	75/898,877
Q TRAK	75/699,101
SCANKEY	74/612,384

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FEB 12 2001
PATENT & TRADEMARK OFFICE

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of January 8, 2001, is entered into by and among Metrologic Instruments, Inc., a New Jersey corporation ("Metrologic"), Adaptive Optics Associates, Inc., a Delaware corporation ("Adaptive") (Metrologic and Adaptive are collectively referred to herein as the "Pledgors"), and PNC Bank, National Association, as Agent for the Banks referred to below (the "Secured Party").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of January 8, 2001, by and among Metrologic and Adaptive as borrowers (the "Borrowers"), the Guarantors party thereto, the Banks and the Secured Party as lenders (all as defined in the Credit Agreement), Secured Party and the Banks have agreed to provide certain loans to the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Secured Party in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the full payment and performance of all Obligations and other liabilities of the Pledgors now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Pledgor hereby grants, and conveys a security interest to Secured Party in the entire right, title and interest of such Pledgor in and to all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) Such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice, if applicable, in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof.

4. Each Pledgor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without Secured Party's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Secured Party's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Secured Obligations shall have been indefeasibly satisfied in full and the Commitments have terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Secured Party prompt notice thereof in writing. Each Pledgor and Secured Party agrees to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Cherry Hill, New Jersey, or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Secured Party, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable Law, purchase the whole or any part of the

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Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

8. At such time as the Pledgors shall have indefeasibly paid in full all of the Secured Obligations and the Commitments shall have terminated, this Agreement shall terminate and Secured Party shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by Secured Party, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Secured Obligations shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of Secured Party, which shall not be unreasonably withheld; provided, however, that any Pledgor may abandon any Patent, Trademark or Copyright without the need for any of the foregoing consents to the extent such abandonment will not constitute a Material Adverse Change.

11. Each Pledgor shall have the right, with the consent of Secured Party, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses

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thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by Secured Party as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and Secured Party, nor any failure to exercise nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Secured Party's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that the Pledgors may not assign or transfer any of their rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of New Jersey without regard to its conflicts of law principles.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

ATTEST:

Name:
Title:

METROLOGIC INSTRUMENTS, INC.

By:
Name:
Title:

ATTEST:

Name:
Title:

ADAPTIVE OPTICS ASSOCIATES, INC.

By:
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By:
Name:
Title: Vice President

SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS

1.Patents:

Patents and Patent Applications for Metrologic Instruments, Inc.

Metrologic Docket No.	Application Serial No.	Issue Date	Patent No.
MI-00001	US06/800486	12/15/87	US4713532
MI-00001-AA	EPO86307032.2	06/10/87	EPO224996
MI-00001-B	US07/413141	10/2/90	US4960985
MI-00001-BB	JP217883/86		JP1624350
MI-00002	US06/536625	3/11/86	US4575625
MI-00003	US07/304054	1/8/91	US4983818
MI-00005	US07/095744	8/9/88	US4762984
MI-00006	US06/525377	12/31/85	USD281977
MI-00007	US07/303376	6/5/90	US4930848
MI-00007-A	US07/304310	4/2/91	USD315901
MI-00007-FF	EPO90903534.7		EPO455740
MI-00007-GG	JP503689/90		JP2763957
MI-00008	US07/300018	9/25/90	US4958894
MI-00009	US07/299998	10/16/90	US4962980
MI-00010	US07/102526		USD307138
MI-00010-AA	GBD260352		GBD1049595
MI-00010-BB	882046		FRD882046
MI-00010-DD	JPD012468		JPD0826744
MI-00011	US07/128299	2/14/89	US4805175
MI-00012	US07/307032	5/28/91	US5019714
MI-00012-BB	EPO90902732.8		EPO456704
MI-00012-CC	JP502872/90	3/3/99	JP2863628
MI-00014	US07/583421	11/9/93	US5260533
MI-00014-B	US08/147833	6/13/95	US5424525
MI-00014-H	US08/476069	1/7/97	US5591953
MI-00014-K	US08/690667	9/22/98	US5811780
MI-00014-M	US08/873681	10/27/98	US5828048
MI-00014-Q	US08/899977		
MI-00014-R	US08/979974	8/17/99	US5939698
MI-00014-S	US08/979520	4/20/99	US5895907
MI-00015	US07/898919	8/23/94	US5340973
MI-00015-A	US08/293695	11/21/95	US5468951
MI-00015-B	US08/561479	8/26/97	US5661292
MI-00015-C	US08/902619	3/16/99	US5883375

MI-00015-D	US08/921870	7/20/99	US5925871
MI-00015-F	US09/368,470		
MI-00016	US07/761123	8/23/94	US5340971
MI-00016-B	US08/293494	6/18/96	US5528024
MI-00016-BB	CA2096427	11/5/96	CA2096427
MI-00016-CC	EPO92920244.8	7/1/99	EPO557508
MI-00016-D	US08/293493	6/11/96	US5525789
MI-00016-DD	JP506242/93		
MI-00016-EE	EPO98201375.7		
MI-00016-G	US08/655479	10/20/98	US5825012
MI-00016-H	US08/660643	3/23/99	US5886337
MI-00016-I	US08/663726	8/4/98	US5789730
MI-00016-J	US08/708914	11/17/98	US5837989
MI-00016-K	US09/273,825		
MI-00016-L	US07/583,421		
MI-00017	US07/424303	1/14/92	US5081342
MI-00017-A	US07/819700	8/30/94	US5343027
MI-00017-BB	JP504653/88		JP2772008
MI-00017-CC	CA1268257		CA1268257
MI-00017-E	US08/657220	11/11/97	US5686717
MI-00017-F	US08/878325	10/27/98	US5828049
MI-00017-G	US09/179,159		
MI-00018	US07/580738	6/1/93	US5216232
MI-00018-B	US08/365193	9/17/96	US5557093
MI-00018-C	US08/475376	6/10/97	US5637852
MI-00018-D	US08/865257		
MI-00018-E	US08/943267	8/8/00	US6098885
MI-00018-F	US09/360458		
MI-00018-G	US08/865,257	CPA	
MI-00018-H			
MI-00019-A	US08/278109	1/16/96	US5484992
MI-00019-B	US08/584135	4/1/97	US5616908
MI-00019-C	US08/827118	7/20/99	US5925870
MI-00020	US08/292237	9/15/98	US5808285
MI-00020-A	US08/874221	11/9/99	US5979766
MI-00020-AA	CA2132899		
MI-00020-B	US08/890576	1/18/00	US6015091
MI-00020-BB	EPO95305748.6		
MI-00020-C	US08/890085	07/27/99	US5929419
MI-00020-D	US08/890325	12/1/98	US5844229
MI-00020-E	US08/890586	8/17/99	US5939701
MI-00020-F	US08/890198	09/22/98	US5811786
MI-00020-G	US09/346,859		
MI-00021-D	US08/814159	12/28/99	US6006995
MI-00022-BB	CA2128217		
MI-00022-C	US08/632899	5/26/98	US5756982

MI-00022-CC	EPO93904531.6	8/19/98	EPO621971
MI-00022-D	US08/651951	2/23/99	US5874721
MI-00022-E	US08/651235	4/21/98	US5742043
MI-00022-F	US08/887756	7/11/00	US6085981
MI-00022-G	US08/904329	11/16/99	US5984187
MI-00023	US08/276127	12/5/95	US5473464
MI-00023-A	US08/564991	9/2/97	US5663828
MI-00024-A	US08/697154	7/7/98	US5777315
MI-00024-B	US09/481798		
MI-00025-A	US08/726522	6/13/00	US6073846
MI-00025-B	US08/886806	11/16/99	US5984185
MI-00025-BB	EPO96944986.7		
MI-00025-C	US08/941716	12/21/99	US6003772
MI-00025-CC	JP523031/97		
MI-00025-D	US08/941810	11/2/99	US5975419
MI-00025-DD	99103660.5		
MI-00025-DD-HK	99103660.5		
MI-00025-E	US08/941781		
MI-00025-EE	CA2240377		
MI-00025-F	US08/940961	9/5/00	US6112990
MI-00025-FF	BRPI9612066-5		
MI-00025-G	US08/941782	7/11/00	US6085980
MI-00025-GG	9803331-9	10/19/1999	53956
MI-00025-H	US08/943536	5/15/00	US6062479
MI-00025-HH	ER199800580		
MI-00025-I	US08/943239	2/15/00	US6024282
MI-00025-J	US08/943909	9/21/99	US5955721
MI-00025-K	US08/943288		
MI-00025-L	US08/953593	12/28/99	US6006993
MI-00025-M	US08/958695	6/20/00	US6076736
MI-00025-N	US09/251,675		
MI-00025-O	US09/251674		
MI-00025-P	US09/251568		
MI-00025-Q	US09/252255		
MI-00025-R	US09/252254		
MI-00025-S	US09/398741		
MI-00025-T	US08/886,806		
MI-00025-U	US09/478,561		
MI-00025-V	US09/472,099		
MI-00025-X	US09/479,780		
MI-00025-Y	US09/479,435		
MI-00025-Z	US09/503079		
MI-00026	US08/615054		
MI-00026-A	US08/645486	8/18/98	US5796091
MI-00026-B	US08/645335	08/24/99	US5942743
MI-00026-C	US08/645329	6/16/98	US5767501

MI-00026-D	US08/645331	12/1/98	US5844227
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MI-00026-F	US09/626841		
MI-00027	US08/439224	5/6/97	US5627359
MI-00027-A	US08/847580	8/4/98	US5789731
MI-00027-B	US08/850295		
MI-00027-C	US09/258005	2/29/2000	US6029894
MI-00027-D	US09/436,742		
MI-00028	US09/071512		
MI-00028-A	US09/302790		
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MI-00028-BB	EPO		
MI-00028-CC	Canada		
MI-00029	US29/051535	10/21/97	USD385265
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MI-00030-A	US09/240378		
MI-00031	US08/949915	12/12/00	US6158659
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MI-00032	US08/931691		
MI-00033	US08/753367		
MI-00033-A	US08/887785	2/22/00	US6027024
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MI-00033-D	US09/255628		
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MI-00034	US08/820540		
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MI-00035	US08/846219	6/20/00	US6076733
MI-00035-A	US09/228223		
MI-00035-B	US09/231239	4/4/2000	6045048
MI-00035-C	US09/231238		
MI-00036	US08/854832	7/11/00	US6085978
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MI-00036-JJ	00105503.9 – Hong Kong		
MI-00037	US08/869164	11/30/99	US5992752

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MI-00037-B	US09/450059		
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MI-00037-C	09/662039		
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MI-00037-EE	PI 9713425-2		
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MI-00038-AA	PCTUS97/21443		
MI-00038-B	US09/229867		
MI-00038-BB	EPO97949559.3		
MI-00038-C	US09/229820		
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MI-00038-D	US09/308806		
MI-00038-DD	9902320-2		
MI-00038-EE	524785/98		
MI-00038-FF	PI 9713426-0		
MI-00038-GG	1999-7004628		
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MI-00041-GG	1999-7004627		
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MI-00042	US09/154020		
MI-00042-AA	PCT/US98/19488		
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MI-00042-CC	2303301- Canada		
MI-00042-DD	200001352-4 - Singapore		
MI-00043	US09/047146		
MI-00043-A	US09/157778		
MI-00043-AA	WO 99/49411		
MI-00043-B	US09/274265		
MI-00043-BB	PCT/US00/07584		
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MI-00043-CC	Canada		
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MI-00043-EE	Singapore		
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MI-00048	US09/323292		
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MI-00050-AA	PCT/US99/28530		
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MI-00051-A	US09/442566		
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MI-00051-C	US09/500875		
MI-00051-D	US09/500870		
MI-00052	US09/241930		
MI-00052-A	US09/442718		
MI-00052-AA	PCT/US00/02779		
MI-00052-B	US09/500874		
MI-00052-C	US09/499529		
MI-00052-D	US09/501903		
MI-00052-E	US09/499530		
MI-00053	US09/310811		
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MI-00053-BB	00926144.7		
MI-00054	US09/327756		
MI-00054-A	US09/667190		
MI-00055	US60/144361		
MI-00055-A	US09/614356		
MI-00056	US60/144389		
MI-00056-A	US09/616776		
MI-00057	US09/204176		
MI-00059	US29/113,689	7/4/00	D427605
MI-00060	US09/452976		
MI-00060-AA-1	PCT/US99/28743		
MI-00060-BB	88121196 – Taiwan		
MI-00060-CC	990106184 - Argentina		
MI-00061	US60/173,532		
MI-00062	US09/551,887		
MI-00063	US29/124076		
MI-00065	US60/197709		
MI-00066-AA	PCT/US00/15624		
MI-00067	US09/589853		

Patent and Patent Applications for Adaptive Optics Associates, Inc.

Issued Adaptive Optics Associates, Inc. Patents

Docket No.		Country	Status	Application Number	Filing Date	Patent Number	Issue Date
DA	00002	US	GRANTED	06/226038	19-Jan-1981	4399356	16-Aug-1983
DA	00003	US	GRANTED	06/736933	22-May-1985	4725138	16-Feb-1988
DA	00004	US	GRANTED	06/806083	06-Dec-1985	4737621	12-Apr-1988
DA	00010	US	GRANTED	07/623834	16-Nov-1990	5083015	21-Jan-1992
DA	00012	US	GRANTED	07/627676	14-Dec-1990	5164578	17-Nov-1992
DA	00014	US	GRANTED	07/704472	23-May-1991	5146073	08-Sep-1992
DA	00020	US	GRANTED	07/827794	30-Jan-1992	5291334	01-Mar-1994
DA	00021	US	GRANTED	07/828268	30-Jan-1992	5270859	14-Dec-1993
DA	00022	US	GRANTED	08/242192	13-May-1994	5581408	03-Dec-1996
DA	00027	US	GRANTED	08/263224	21-Jun-1994	5424533	13-Jun-1995
DA	00027	DE	GRANTED	95923102.8	21-Jun-1995	69508758-4	31-Mar-1999
DA	00027	IT	GRANTED	95923102.8	21-Jun-1995	766887	31-Mar-1999
DA	00027	FR	GRANTED	95923102.8	21-Jun-1995	766887	31-Mar-1999
DA	00027	UK	GRANTED	95923102.8	21-Jun-1995	766887	31-Mar-1999
DA	00028	US	GRANTED	08/243637	16-May-1994	5479026	26-Dec-1995
DA	00029	US	GRANTED	08/572907	15-Dec-1995	5629765	13-May-1997
DA	00030	US	GRANTED	08/269725	01-Jul-1994	5682213	28-Oct-1997
DA	00030A	US	GRANTED	08/861409	21-May-1997	6104452	15-Aug-2000
DA	00034	US	GRANTED	08/490946	15-Jun-1995	5612821	18-Mar-1997
DA	00037	US	GRANTED	08/327742	24-Oct-1994	5555090	10-Sep-1996
DA	00037	AT	GRANTED	95938880.2	23-Oct-1995	788593	29-Sep-1999
DA	00037	CH	GRANTED	95938880.2	23-Oct-1995	788593	29-Sep-1999
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DA	00038B	US	GRANTED	09/432,019	02-Nov-1999	6084629	04-Jul-2000
DA	00038A	US	GRANTED	09/036347	06-Mar-1998	6011582	04-Jan-2000
DA	00038	US	GRANTED	08/384998	07-Feb-1995	5808669	15-Sep-1998
DA	00038	DE	GRANTED	96905305.7	01-Feb-1996	69604483.8	29-Sep-1999
DA	00038	FR	GRANTED	96905305.7	01-Feb-1996	808542	29-Sep-1999
DA	00038	IT	GRANTED	96905305.7	01-Feb-1996	808542	29-Sep-1999
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DA	00038	SE	GRANTED	96905305.7	01-Feb-1996	808542	29-Sep-1999
DA	00038	UK	GRANTED	96905305.7	01-Feb-1996	808542	29-Sep-1999
DA	00040	US	GRANTED	06/478616	25-Mar-1983	4490039	25-Dec-1984
DA	00043	US	GRANTED	08/282133	28-Jul-1994	5426504	20-Jun-1995
DA	00044A	US	GRANTED	08/661201	10-Jun-1996	5889550	30-Mar-1999
DA	00046	DE	GRANTED	96945630	13-Dec-1996	69609085.6	28-Jun-2000
DA	00046	FR	GRANTED	96945630	13-Dec-1996	867012	28-Jun-2000

TRADEMARK
REEL: 002239 FRAME: 0440

DA	00046	IT	GRANTED	96945630	13-Dec-1996	867012	28-Jun-2000
DA	00046	UK	GRANTED	96945630	13-Dec-1996	867012	28-Jun-2000
DA	00046	JP	GRANTED	96/20390	13-Dec-1996	2954708	27-Sep-1999
DA	00046	US	GRANTED	08/573105	15-Dec-1995	5633487	27-May-1997

Pending Adaptive Optics Associates, Inc. Patent Applications

Docket No.		Country	Status	Application Number	Filing Date
DA	00027	CA	PENDING	2191927	21-Jun-1995
DA	00027	JP	PENDING	96/502588	21-Jun-1995
DA	00027	MX	PENDING	970040	21-Jun-1995
DA	00029	EP	PENDING	96944514.7	12-Jun-1998
DA	00029	JP	PENDING	9522276	12-Jun-1998
DA	00037	JP	PENDING	96/514128	23-Oct-1995
DA	00038	JP	PENDING	8524309	07-Aug-1997
DA	00049	US	PENDING	60/218,190	14-Jul-2000

2. Trademarks

Trademarks of Metrologic Instruments, Inc.

Mark	Class	Country	Serial Number	Registration Number
Argus Scan	9	USA	75/584,484	
Bits 'n' Pieces	9	USA	75/646,151	2340682
Codegate	9	USA	75/626070	2369462
Concert	35	USA	75/447,367	2371980
C Series	9	USA	75/701041	
Cubit	9	USA	75/913048	
Handset	9	USA	74/627,190	2057956
Handset	9	Germany		39526128-7
Handset	9	French	95578045	95578045
Handset	9	Italian	F195C651	736273
Handset	9	UK	2024312	2024312
Holoprism	9	USA	75/313,192	
HoloProfiler	9	USA	75/728,420	
HoloSet	9	USA	75/313,193	2174962
HoloTrak	9	USA	75/177,378	2142119
HoloTunnel	9	USA	75/841228	2383379
Liberty	9	USA	74/515,617	2040923
LDIP				
Metrologic	9	USA	74/589,265	1921803
Metrologic	9	Benelux	518,774	518774
Metrologic	9	France	92 411 351	92411351
Metrologic	9	Germany		M71748/9WZ
Metrologic	9	Israel	83765	83765
Metrologic	9	Italian	1487490	637594
Metrologic	9	New Zeal	219045	219045
Metrologic	9	Singapore	4497/92	4497/92

Metrologic	9	UK	1487490	1487490
Metrologic	9	S. Korea	99-44045	
Metrologic	9	China		9900140137
Metrologic	9	Spain	2274617	
Metrologic	9	Norway	1999 12059	
Metrologic	9	Finland		T199903670
Metrologic	9	Chile	473.127	
Metrologic	9	H Kong	16644/1999	7899/2000
Metrologic	9	Taiwan	88-057741	
Metrologic	9	Argentina	2253121	
Metrologic	9	Denmark		VA1999 04831
Metrologic	9	Poland	Z-210136	
Metrologic	9	Japan		104360/1999
Metrologic	9	Sweden	99-8383	
Metrologic	16	USA	75/898877	
Metrologic	18	USA	75/898877	
Metrologic	21	USA	75/898877	
Metrologic	24	USA	75/898877	

Mark	Class	Country	Serial Number	Registration Number
Metrologic	25	USA	75/898877	
Metrologic	28	USA	75/898877	
MetrOPOS	9	USA	75/646,143	2357107
MetroSelect	16	USA	75/640725	2311873
MetroSet	9	USA	75/645486	2346895
Minislot	9	USA	73/581,628	1407516
OmniQuest	9	USA	75/584,486	2299964
Orbit	9	USA	75/486,272	2255616
Ortho	9	USA	75/699124	
Penta	9	USA	75/699123	
Pulsar	9	USA	75/913046	2410847
QTrak	9	USA	75/699101	
ScanGlove	9	USA	74/291,736	1799120
ScanGlove	9	French	92448418	92448418
ScanGlove	9	Germany		M73984/9WZ
ScanGlove	9	Japan	32744192	3123143
ScanGlove	9	UK	1520960	1520960
Scankey	9	USA	74/612,384	
Scan Pal	9	USA	74/181,718	1688888
ScanQuest	9	USA	74/348,098	1882840
ScanQuest	9	CTM	741419	781419
ScanSelect	16	USA	75/682,826	2338325
ScanSet	9	USA	74/541,287	1948155
SensiTrak	9	USA	75/723479	
SimulTrak	9	USA	75/699100	
Stratos	9	USA	75/732668	
Tech 7	9	USA	74/541,451	2086720
Tech 8	9	USA	74/543,276	2086721
Tech 10	9	USA	74/543,277	2086722

The VarSide	16	USA	75/202,515	2097858
Voyager	9	USA	75/584,485	2356251
VoyagerCG	9	USA		

Trademarks of Adaptive Optics Associates, Inc.

Trademark	Registration Number	Registration Date	Status Date	Case Registration Number	Application Renewal Number	Filing Date
ADAPTIVE OPTICS ASSOCIATES	2028365	07-Jan-97	Registered	AOA-0002 07-Jan-07	74/706456	26-Jul-95
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 9			
ADAPTIVE OPTICS ASSOCIATES	1966033	02-Apr-96	Registered	AOA-0002 02-Apr-06	74/706426	26-Jul-95
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 42			
ADVISOR	1685147	05-May-92	Registered	AOA-0011 05-May-02	74-163170	03-May-91
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 9			
AOA AND DESIGN	2306770	11-Jan-00	Registered	AOA-0003 11-Jan-10	74/706427	26-Jul-95
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 9			
AOA AND DESIGN			Pending	AOA-0003	74/706451	26-Jul-95
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 42			
FACETRAX	1984170	02-Jul-96	Registered	AOA-0005 02-Jul-06	74/706452	26-Jul-95
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 9			

Trademark	Registration Number	Registration Date	Status Date	Case Registration Number	Application Renewal Number	Filing Date
KINEVIEW	2,391,084	03-Oct-00	Registered	AOA-0013 03-Oct-10	75/653212	04-Mar-99
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 9			
MULTI-TRAX	2035013	04-Feb-97	Registered	AOA-0004 04-Feb-07	74/706453	26-Jul-95
Owner: ADAPTIVE OPTICS ASSOCIATES,			**Classes:** Int. 9			
WAVELAB			Registered	AOA-0010	74/706457	26-Jul-95

2074958	01-Jul-97	01-Jul-07			

Owner: ADAPTIVE OPTICS ASSOCIATES, **Classes:** Int. 9

WAVESCOPE	Registered	AOA-0012	75/658045	10-Mar-99	
2324215	29-Feb-00	28-Feb-10			

Owner: ADAPTIVE OPTICS ASSOCIATES, **Classes:** Int. 9

SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

None.

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PATENT & TRADEMARK OFFICE

CERTIFICATION

I hereby certify that the Patent, Trademark and Copyright Security Agreement between Metrologic Instruments, Inc., Adaptive Optics Associates, Inc. and PNC Bank, National Association is a true and exact copy of the original Patent, Trademark and Copyright Security Agreement.

Jan. 22, 2001
Date

Angelina F. Beyerl
Notary Public

Notarial Seal
Angelina F. Beyerl, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 24, 2004
Member, Pennsylvania Association of Notaries