

04-30-2001



101693686

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

4-11-01

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Bank of America Trust and Savings Association

02 27 2001

Formerly

1375564

- Individual General Partnership Limited Partnership Corporation Association

Other National Banking Association

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name Aquila Technologies Group, Inc.

DBA/AK/TA

Composed of

Address (line 1) 8401 Washington Place, NE

Address (line 2)

Address (line 3) Albuquerque
City

NM/USA
State/Country

87113
Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization New Mexico

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

TRADEMARK
REEL: 002284 FRAME: 0834

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1375564"/>	<input type="text" value="2074948"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1873116"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2073093"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

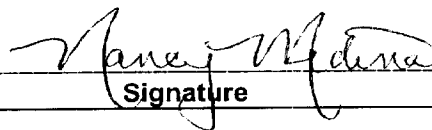
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Nancy Medina



4-9-2001

Name of Person Signing

Signature

Date Signed

RELEASE

This **RELEASE** (this "Release") is dated as of February 27, 2001 and is by and between Packard BioScience Company ("Packard") and Bank of America, N.A., as administrative agent (the "Administrative Agent") under the Amended and Restated Credit Agreement dated as of March 4, 1997 and amended and restated as of August 17, 2000 (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement") among Packard, the Subsidiary Borrowers from time to time parties thereto, the several banks and other financial institutions or entities from time to time parties thereto and the Administrative Agent. Capitalized terms used in this Release which are defined in Schedule A hereto shall have the meanings set forth therein and those undefined herein or in Schedule A attached hereto shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, effective as of the date first above written, Packard is selling the Released Assets pursuant to an Asset Purchase Agreement, dated as of November 28, 2000 (the "Asset Purchase Agreement"), between Packard and Compagnie Générale des Matières Nucleaires ("COGEMA"), and which sale, and all related actions with respect thereto required by the Credit Agreement, constitutes the Canberra Sale (as defined in the Credit Agreement);

WHEREAS, Packard and the other Grantors under the Security Documents have granted to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in certain of the Released Assets;

WHEREAS, the following direct and indirect Subsidiaries of Packard are Subsidiary Guarantors under the Guarantee and Collateral Agreement: (a) Aquila Technologies Group, Inc., (b) Canberra Industries, LLC, (c) Tennelec, Inc., (d) Canberra Colorado, LLC and (e) Canberra Oak Ridge, LLC (collectively, the "Canberra Subsidiary Guarantors");

WHEREAS, the Released Assets include all of the issued and outstanding Capital Stock of the Canberra Subsidiary Guarantors;

WHEREAS, in connection with the Canberra Sale, Packard has requested that the Administrative Agent: (a) release, pursuant to Section 13.17 of the Credit Agreement, any and all security interest and other interest it may have in the Released Assets and (b) release, pursuant to Section 8.16(b) of the Guarantee and Collateral Agreement, the Canberra Subsidiary Guarantors from all obligations under the Guarantee and Collateral Agreement, in each case by executing this Release and related instruments.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

SECTION 1. Release. The Administrative Agent does hereby release (a) pursuant to Section 13.17 of the Credit Agreement, any and all security interest or other interest it has in the Released Assets and (b) pursuant to Section 8.16(b) of the Guarantee and Collateral Agreement,

the Canberra Subsidiary Guarantors from all their respective obligations under the Guarantee and Collateral Agreement.

SECTION 2. Effectiveness. This Release shall become effective as of the later of: (a) the date first written above and (b) the effectiveness of the Closing (as defined in the Asset Purchase Agreement) of the Canberra Sale.

SECTION 3. Acknowledgement. Packard acknowledges that the Administrative Agent's execution and delivery of this Release and each other document and instrument executed in connection herewith releasing any security interest or claim in any property or assets of Packard or any of its Subsidiaries in connection with the Canberra Sale (the "Release Documents") is made in each case without recourse, representation, warranty or other assurance of any kind by the Administrative Agent as to Packard's or such Subsidiary's rights in any such property or assets, the condition or value of any such property or assets, or any other matter.

SECTION 4. Costs and Expenses. Packard agrees to pay on demand all costs and expenses of the Administrative Agent and each Lender in connection with the preparation, execution and delivery of this Release and the other Release Documents (including, without limitation, all filing and recording fees and expenses, and the reasonable fees and expenses of counsel).

SECTION 5. Loan Documents. This Release and all other Release Documents shall constitute and be considered Loan Documents for all purposes.

SECTION 6. Execution in Counterparts. This Release may be executed in any number of counterparts and by 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 but one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by telecopier shall be effective as delivery of a manually executed counterpart.

SECTION 7. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. Third Party Beneficiary. COGEMA shall be a third party beneficiary of this Release, entitled to enforce the provisions hereof.

SECTION 9. Integration. This Release and the other Release Documents set forth the entire agreement between the parties hereto relating to the transactions contemplated hereby and supersede any prior oral or written statements or agreements with respect to such transactions.

SECTION 10. Recitals; Schedules. The recitals to this Release and Schedule A attached hereto are incorporated herein and made a part hereof.

SECTION 11. Conflicts. In the event of any conflict between the terms and conditions of this Release and the terms and conditions of the Credit Agreement and/or the

Guarantee and Collateral Agreement, the terms and conditions of this Release shall control and be binding.

SECTION 12. Further Assurances. Upon the request of Packard, the Administrative Agent will, at the expense of Packard, execute and deliver to Packard such documents (without recourse and without any representation or warranty) as Packard may reasonably request to evidence the release of the Released Assets.

SECTION 13. Complete Defense. This Release shall constitute a complete defense to any claim, liability, indebtedness or obligation related to the release of (a) the Released Assets and (b) the Canberra Subsidiary Guarantors from all their respective obligations under the Guarantee and Collateral Agreement, each as set forth in Section 1 above.

SECTION 14. Amendments. This Release shall not be amended, altered, modified, changed or rescinded except by an instrument in writing signed by each of Packard, the Administrative Agent and COGEMA.

SECTION 15. Binding Effect. This Release shall be binding upon the Administrative Agent, the Lenders and their heirs, executors, administrators, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Heidi-Lene Sandquist*
Name:
Title:

PACKARD BIOSCIENCE COMPANY

By: *Tommy White*
Name: *Tommy White*
Title: *Vice President*

SCHEDULE A TO RELEASE

"*Acquired Cash*" has the meaning set forth in clause (l) of the definition of "Released Assets" herein.

"*Affiliate*" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended, except shareholders acting solely in their capacity as shareholders who would otherwise be Affiliates.

"*Authority*" or "*Authorities*" means any government or governmental, regulatory or administrative body political subdivision thereof, whether federal, state, local or foreign, or any agency or authority, or any court or judicial authority.

"*Canberra Affiliate*" means each of the following:

- Aquila Technologies Group, Inc.
- Canberra Colorado, LLC
- Canberra Oak Ridge, LLC
- Mobile Characterization Services, LLC (55%)
- Tennelec, Inc.
- Greenstar USA, Inc. (49%)
- General Physics Institute, Inc. (49%)
- Canberra Electronique SA
- Canberra-Packard Benelux NV
- Canberra Semiconductor NV
- Canberra-Packard Trading Corp.
- Harwell Instruments, Ltd.

"*Canberra Business*" means all of the (a) business of designing, developing, manufacturing and marketing analytical instruments and systems used to detect, identify, quantify and monitor radioactive materials for the nuclear industry and related markets, and (b) services related to the analysis of nuclear materials, including measurement, expert data review, site management, consulting services and after-sale support, service and applications training, owned or operated by any Seller Party, including, without limitation, the operations, financial condition and prospects thereof, but excluding any and all of the Packard Business.

"*Closing Date*": February 27, 2001.

"*Environmental Laws*" means any law (including common law) of federal, state and local or foreign governments (and any other Authorities), including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, memoranda of understanding, rulings, and charges thereunder, relating to the environment, natural resources, public and employee health and safety including, but not limited to, emissions, discharges, releases, or threatened releases of pollutants, contaminants, radioactive materials or substance or hazardous or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic materials or wastes. For purposes hereof, Environmental

Laws shall include, but not be limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 2601, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136, et seq., the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq., the Federal Safe Drinking Water Act, 42 U.S.C. § 300F, et seq., the Atomic Energy Act, 42 U.S.C. § 2111 et seq. and the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq., as they have been amended or supplemented, and the regulations promulgated pursuant thereto, and all analogous state, local or foreign statutes.

“*Excluded Assets*” means all of the following assets of any Seller Party:

- (a) All outstanding capital stock, membership interests, and other ownership interests of the Packard Affiliates and the Joint Affiliates;
- (b) All assets of Packard BioScience Pty. Ltd. (f/k/a Canberra-Packard Pty. Ltd.);
- (c) All cash on hand and in banks and all accounts relating thereto except for the Acquired Cash;
- (d) All improvements to the building located at 800 Research Parkway, Meriden, Connecticut that are moveable, the removal of which will not damage the premises (unless any such damage shall be promptly repaired by Packard), and that are used solely in the Packard Business;
- (e) All rights to refunds of worker compensation premiums paid and Taxes of Packard for periods ending on or before the Closing Date; and
- (f) Any and all rights of any Seller Party to indemnification or contribution from any third party for any Liability or obligation imposed under or pursuant to Environmental Laws and arising out of or related to any condition on real property owned, operated or leased by Tennelec, Inc., or any predecessor thereof, that is not included in or among the Released Assets.

“*Intellectual Property*” means: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, logos, symbols, trade names, domain names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (d) all mask works and all applications, registrations, and renewals in connection therewith; (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, mailing lists,

customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (f) all computer software (including data and related documentation); (g) all other proprietary rights; (h) all copies and tangible embodiments thereof (in whatever form or medium); (i) any license regarding any of the foregoing; and (j) the right to bring suit for damages for past infringement of any of the foregoing.

“*Joint Affiliate*” means each of the following Affiliates of Packard: (a) Canberra-Packard GmbH and (b) Packard BioScience Pty. Ltd. (f/k/a Canberra-Packard Pty. Ltd.).

“*Lease*” means the Lease Agreement dated as of February 27, 2001, between COGEMA, as landlord and Packard, as tenant relating to certain space at 800 Research Parkway, Meriden, Connecticut 06450.

“*Liability*” means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for any Tax.

“*Packard Affiliate*” shall mean each Affiliate of Packard that owns, operates, or otherwise carries on any material portion of the Packard Business but does not own, operate or otherwise carry on any material portion of the Canberra Business.

“*Packard Business*” means the business of designing, developing, manufacturing and marketing bioanalytical instruments and biochemicals, reagents, and related supplies and services for use in the life science research and drug discovery industries and related markets as conducted by any Seller Party.

“*Packard Instrument*” shall mean Packard Instrument Company, Inc., a Delaware corporation and a wholly-owned subsidiary of Packard.

“*Released Assets*”: means (i) all of the assets used in the Canberra Business including, without limitation, all such properties, agreements, contracts, licenses, and rights of every nature, kind and description, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Packard, which are owned by Packard, (ii) all of the issued and outstanding capital stock, membership interests, or other ownership interests of each of the Canberra Affiliates (and thereby, indirectly, all of the assets, other than Excluded Assets, of the Canberra Affiliates), and (iii) the Selling Joint Affiliates’ Assets; provided, however, that the term “*Released Assets*” shall expressly exclude those items constituting Excluded Assets. The Released Assets shall include, but not be limited to, the following assets of the Canberra Business (except to the extent that any of the following are Excluded Assets):

(a) All tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, and tools);

(b) All leaseholds and subleaseholds, and easements, rights-of-way, and other appurtenants thereto (such as appurtenant rights in and to public streets) including, without

limitation, those described on Schedule 3.10(b) hereto, excluding any improvements, fixtures, and fittings thereon not used in the Canberra Business, subject to the terms of the Lease;

(c) All Intellectual Property, associated goodwill, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, including, without limitation, the names "*Canberra*," "*Canberra Industries*," such other trademarks and trade names identified on Schedule 3.11(b) hereto and any variant or derivative thereof, but excluding any right to Seller Corporate Names;

(d) All agreements, indentures, instruments, guaranties, other similar arrangements, and rights thereunder;

(e) All accounts receivable, claims, insurance claims, prepayments, refunds (other than refunds for Taxes or worker compensation premiums paid with respect to periods ending on or before the Closing Date), causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment;

(f) The real property described on Schedule 3.10(a) hereto, together with all improvements thereon and appurtenances thereto;

(g) All franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and other Authorities that are transferable by Packard;

(h) All issued and outstanding capital stock, membership interests, or other ownership interests of the Canberra Affiliates and of Canberra Industries-Packard Instrument C.E. GmbH;

(i) With the exception of original tax and accounting records, all books, records, ledgers, files, documents, correspondence, lists, mailing and customer lists, drawings, specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written material used by Packard solely in the conduct of the Canberra Business;

(j) With the exception of original tax and accounting records and Excluded Assets, all data processing programs, computer printouts, data bases and hardware and related items used by Packard in the conduct of the Canberra Business, including accounting and invoices;

(k) All goodwill of the Canberra Business;

(l) All cash on hand and in banks and all accounts relating thereto of any Canberra Affiliate (with the exception of Mobile Characterization Services, LLC, Greenstar USA, Inc. and General Physics Institute, Inc.), including cash of Canberra-Packard Benelux NV (Belgium) and Canberra Semiconductor NV (Belgium) (the "*Acquired Cash*"); and

(m) All transferable rights to and benefits from coverage under any policy of insurance relating to the Canberra Business; provided, however, that with respect to insured

claims relating to the period prior to the Closing Date, such rights and benefits are only transferred if such claims constitute Liabilities assumed by COGEMA pursuant to the Asset Purchase Agreement and only to the extent set forth in the Asset Purchase Agreement.

“*Seller Corporate Names*” means any trade name, trademark, service mark, corporate name, registered name, assumed name, or other words or series of words used in any manner by Packard, Packard Instrument, any Canberra Affiliate, any Packard Affiliate, or any Joint Affiliate, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, other than Canberra, Canberra Industries, any variation or derivative thereof, and other trademarks and trade names set forth on Schedule 3.11(b) hereto.

“*Seller Parties*” means, collectively, Packard, Canberra Affiliates, Joint Affiliates and any Affiliate of any of them. Seller Party shall have the correlative meaning.

“*Selling Joint Affiliate*” means Canberra-Packard GmbH.

“*Selling Joint Affiliates’ Assets*” means all of the Selling Joint Affiliate’s inventory, trade receivables and certain personal computers used in the Canberra Business.

“*Tax*” means (i) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i) and (iii) any transferee liability in respect of any items described in clauses (i) and/or (ii). “*Taxes*” shall have the correlative meaning.

Schedule 3.10(a)
Owned Real Property

<i>Facility/Location</i>
Packard BioScience Company 800 Research Parkway Meriden, Connecticut 06450
Tennelec, Inc. 107 Union Valley Road Oak Ridge, Tennessee 37830
Canberra Semiconductor NV Lammerdries 25, 2250 Olen, Belgium
Canberra Packard Benelux NV Research Park, Pontbeeklaan 57, 1731 Zellik, Belgium (office building only; see Schedule 3.10(b) for land lease)
Canberra Electronique, S.A. Z.I. de Savigny-le-Temple Rue de l'Etalin 77541 Savigny-le-Temple Cedex, France (buildings and land owned)
Aquila Technologies Group, Inc. 8401 Washington Place, NE Albuquerque, NM 87113 (land adjacent to leased property)

Schedule 3.10(b)
Leased Property

1. *Domestic Leases*

<i>Property</i>
Aquila Technologies Group, Inc. 8401 Washington Place, NE Albuquerque, NM 87113
Aquila Technologies Group, Inc. 8415 Washington Place, NE Albuquerque, NM 87113
Canberra Colorado, LLC The Arbor Building 7850 Vance Drive, Suite 220 Arvada, CO 80003
Canberra Industries Division 150 Spring Lake Drive Itasca, IL 60143
Canberra Industries Division 4047 First Street, Suite 102 Livermore, CA 94550
Canberra Industries Division 227 Gateway Drive, Suite 215 Aiken, SC 29803
Canberra Industries, LLC 938 East Lincoln Road Idaho Falls, ID 83404

2. *Foreign Leases*

<i>Property</i>
Canberra-Packard Benelux NV, Research Park, Pontbeeklaan 57, 1731 Zellik, Belgium: Buildings owned by the company and land covered by a long lease.
Canberra Electronique SA: Maintains two small leased premises,
Harwell Instruments Limited
Canberra-Packard Trading Corp.

**Schedule 3.11(b)
Seller Intellectual Property**

3.11(b)(i):

1. Issued Patents

(a) Packard BioScience Company

<i>Title</i>	<i>Patent Number</i>
Convertible Cryostat	US 4,510,758
Non-Linear Thermal Coupling For Cryogenic Coolers	US 6,112,530

Harwell Instruments Limited

<i>Title</i>	<i>Patent Number</i>
Detection of concealed materials	UK 2,055,198B (expired June 27, 2000) US 4,494,001
Radioactive sample monitor	UK 2,150,287B
Monitoring means for industrial process plants	UK 2,063,021B (expired May 28, 2000) US 4,422,140
Monitoring system	UK 2,274,929B
Analysis of fluids	US 4,795,903 (lapsed May 2000) Canada 1,243,429
Flow measurement	UK 2,197,719B US 4,876,056
Monitoring system	UK 2,287,617B

(b) Aquila Technologies Group, Inc.

<i>Title</i>	<i>Patent Number</i>
*Connecting a portable device to a network	US 5,689,242

* Joint ownership with The General Hospital Corporation.

T.B.
TW

2. Registered Trademarks

(a) Packard BioScience Company

<i>Trademark</i>	<i>Number</i>
Durastat	US 2,232,027

<u>ISAT</u>	<u>US 1,786,518</u>
<u>Harwell Instruments</u>	<u>UK 1,457,722</u>
<u>Harwell Instruments</u>	<u>UK 1,457,723</u>
<u>ISAT</u>	<u>UK 1,456,507</u>

(b) ~~(b)~~ — Aquila Technologies Group, Inc.

<i>Trademark</i>	<i>Number</i>
Aquila Technologies Group, Inc.	US 2,073,093
Aquila Technologies Group, Inc.	US 2,074,948
AEON	US 1,375,564
Cobra Seal	US 1,873,116

(c) — Harwell Instruments Limited

<i>Trademark</i>	<i>Number</i>
Harwell Instruments	UK 1,457,722
Harwell Instruments	UK 1,457,723

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Schedule 3.11(b) v4(red).doc 13410-32930
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T.S.
W.S.

ISAF	UK-1,456,507
ISAF	US-1,786,548

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Schedule 3 11(b) v4(red).doc 13410-32930
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3.11(b)(ii):

1. Patent Applications

(a) Packard BioScience Company

<i>Title</i>	<i>Patent Application Number</i>
True coincidence summing correction for radiation detectors	US 09/106,617 PCT/US96/20730 96945661.1 (EUR)
Calibration method for radiation spectroscopy	US 09/355,668 PCT/US98/02664 98911376.6 (EUR) 10-538531 (Japan)
Digital pulse de-randomization for radiation spectroscopy (50% owned)	PCT/US99/10010 99922289.7 (EUR) 2000117455 (RU) US Application No. not yet received
<u>Digital pulse de-randomization for radiation spectroscopy (50% owned)</u>	<u>PCT/US99/10010 99922289.7 (EUR) 2000117455 (RU) US 09/530,532</u>
Improved passive neutron coincidence and multiplicity counting	99969586.9 (EUR) 2000-578671 (Japan) 2000-7003290 (KR) 89108539 (ROC) 2000111539 (RU) US Application No. not yet received
<u>Improved passive neutron coincidence and multiplicity counting</u>	<u>99969586.9 (EUR) 2000-578671 (Japan) 2000-7003290 (KR) 89108539 (ROC) 2000111539 (RU) US 09/509,618</u>
Instant pole-zero corrector for digital radiation spectrometers and the same with attenuator calibration	00305510.0 (EUR) US Application No. not yet received
<u>Instant pole-zero corrector for digital radiation spectrometers and the same with attenuator</u>	<u>00305510.0 (EUR) US 09/607,715</u>

Schedule 3.11(b) v2.doc 13410-32930
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Schedule 3.11(b) v4(red).doc 13410-32930
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<u>calibration</u>	
<u>Electrical device shock hazard protection system</u>	US Provisional Application No. 60/158,534 PCT Application No. not yet received
<u>Electrical device shock hazard protection system</u>	US Provisional Application No. 60/158,534 PCT/US00/27498
<u>Multichannel analyzer data storage, compression, and transfer description</u>	US Provisional Application No. 60/158,532 PCT Application No. not yet received
<u>Multichannel analyzer data storage, compression, and transfer description</u>	US Provisional Application No. 60/158,532 PCT/US00/27057
<u>Digital peak detector with noise threshold and method (50% owned)</u>	US Provisional Application No. 60/158,559 PCT Application No. not yet received
<u>Digital peak detector with noise threshold and method (50% owned)</u>	US Provisional Application No. 60/158,559 PCT/US00/27501
<u>Method and apparatus for calculating the snow water equivalent of snow pack measured by secondary cosmic gamma radiation detectors</u>	US Provisional Application No. 60/202,782
<u>An embedded system and method for continuous airborne alpha activity monitoring in real-time in client/server architecture</u>	US Provisional Application No. 60/190,250
<u>Real time digital pulse shaper with variable weighting function</u>	US Provisional Application No. not yet received
<u>Real time digital pulse shaper with variable weighting function</u>	US Provisional Application No. 60/225,696
<u>Microelectronic circuit neutron detector</u>	US Provisional Application No. not yet received
<u>Microelectronic circuit neutron detector</u>	US Provisional Application No. 60/228,969
<u>Electronic document and records management system</u>	US Provisional Application No. not yet received
<u>Method and system for automated independent technical review</u>	US Provisional Application No. not yet received

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<i>Title</i>	<i>Patent Application Number</i>
Furnace lining measurement	US 09/290,235
Field instrument simulator device	UK 98_11799.7
Signal monitor	UK 97_04739.3
Multiphase fluid monitor	UK 97_04778.1
Furnace lining measurement	UK 99_07994.9 EPO 99_302778.8 US No. not yet received
Furnace lining measurement	UK 99_07994.9 EPO 99_302778.8

(c) Aquila Technologies Group, Inc.

<i>Title</i>	<i>Patent Application Number</i>
*Seal system	US 08/810,454

*Joint ownership with Hi-G-Teck, Ltd.

3.11(b)(iii):

1. License Agreement, dated October 29, 1999, by and between Packard BioScience Company and Harwell Instruments Limited.
2. The following licenses of intellectual property were granted by AEA at the time of the original acquisition by Harwell Instruments Limited:
 - (a) a license of the Backscatter Detection Head patents and associated material to S&D Security Equipment Limited;
 - (b) a license of copyright and know-how to Nuclear Enterprises Limited; and
 - (c) a license to Thermo Electron Limited of copyright and know-how.

3.11(b)(iv):

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(a) Packard BioScience Company

1. Canberra and Canberra Industries.
2. All names of Canberra products.
3. Canberra "delta" logo.
4. Tennelec, Tennelec Nucleus, and Nucleus

(b) ~~Harwell Instruments Limited~~

5. Winfrith Safety Systems

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