

10-16-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): FINOVA MEZZANINE CAPITAL, INC. F/K/A SIRROM INVESTMENTS, INC. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State TN [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: METRISA, INC. Internal Address: Street Address: 25 WIGGINS AVENUE City: BEDFORD State: MA Zip: 01730 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State DE [ ] 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Partial Release of Security Interest Execution Date: 9/28/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1340420, 1345851 1682780, 1681886

Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: David J. Brown, Esquire Internal Address: Choate, Hall & Stewart Street Address: 53 State Street City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00 [x] 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.

Sallie E. Brainard

Sallie E. Brainard Signature

10/3/01

Date

Name of Person Signing

5

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

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

10/15/2001 DBYRNE 00000162 1340420

40.00 75.00

1 FC:481 2 FC:482

TRADEMARK REEL: 002382 FRAME: 0682

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE# USPTO Assignment Branch
Reel/Frame: 1838/0622 recorded 1/11/1999
1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
DELETE name: Give record name to be deleted in item 6a or 6b.
ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR
7e. TYPE OF ORGANIZATION
7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [X] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

The Secured Party hereby releases its security interest in the Debtor's assets related to the Debtor's business of developing, manufacturing and marketing instruments for the purpose of measuring the thermal-physical properties of materials; developing, manufacturing and marketing instruments for the purpose of cure monitoring; providing contract test and engineering services to evaluate temperature related material performance factors, and providing mechanical and physical material properties testing, sold pursuant to an Asset Purchase Agreement among Debtor and Netzsch Instruments, Inc., as further described in Exhibit A attached hereto and incorporated herein by reference.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
FINOVA MEZZANINE CAPITAL, INC. F/K/A SIRROM INVESTMENTS, INC.
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

***Exhibit A***  
***to Form UCC-3 Financing Statement***

**Debtor:**

Metrisa, Inc.  
25 Wiggins Avenue  
Bedford, MA 01730

**Secured Party:**

Finova Mezzanine Capital, Inc.  
500 Church Street  
Nashville TN 37219

The amendment to which this Exhibit is attached releases all of the Secured Party's interest in Debtor's assets related to the business of developing, manufacturing and marketing instruments for the purpose of measuring the thermal-physical properties of materials, developing, manufacturing and marketing instruments for the purpose of cure monitoring, providing contract test and engineering services to evaluate temperature related material performance factors and providing mechanical and physical material properties testing (the "Business") through its Holometrix Micromet Division sold pursuant to an Asset Purchase Agreement among the Debtor and Netzsch Instruments, Inc., including:

all accounts receivable, customer deposits, and prepaid expenses of the Business;

all tangible assets, including, without limitation, inventories, work in process, finished goods and raw materials, tooling, machinery, equipment, instruments, parts, supplies, laboratory and office equipment, furniture and other fixed assets.

all intangible assets and records, including, without limitation, all goodwill, trademarks, trade names, service marks (whether or not registered), service names, copyrights and applications therefor, patent rights and patent applications pending, brand names, commercial and technical trade secrets, licenses, inventions, processes, know-how, confidential information and other proprietary property, rights and interests; application and operational software, distributor and representative lists, bills of material, vendor lists, laboratory notebooks, engineering designs and drawings and all other operational books, records, and data, and all assembly drawings, parts, lists, purchase orders, and purchase commitments and all other contract rights, schematics and component and test specifications, and manufacturing, inspection, and operating procedures, all operating data and records (provided Seller may make copies for itself to the extent reasonably necessary to prepare government reports or for other legitimate business needs), including, without limitation, all books, records, notes, sales and sales promotional data, advertising materials, credit information, cost and pricing information, customer and supplier lists, business plans, projections, reference catalogs, payroll and personnel records and all other similar property, rights and information;

all existing orders and backlog, sales proposals, open quotations, sales leads, and bids from or to customers and potential customers of the Business; and

all rights under all leases, license agreements, software licenses, contracts, agreements, sale orders, purchase orders and other commitments, warranties and warranty claims and awards, prepaid expenses and retentions.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # USPTO Assignment Branch
Reel/Frame: 2294/0188 recorded 5/8/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

The Secured Party hereby releases its security interest in the Debtor's assets related to the Debtor's business of developing, manufacturing and marketing instruments for the purpose of measuring the thermal-physical properties of materials; developing, manufacturing and marketing instruments for the purpose of cure monitoring; providing contract test and engineering services to evaluate temperature related material performance factors; and providing mechanical and physical material properties testing, sold pursuant to an Asset Purchase Agreement among Debtor and Netzsch Instruments, Inc., as further described in Exhibit A attached hereto and incorporated herein by reference.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME FINOVA MEZZANINE CAPITAL, INC. F/K/A SIRROM INVESTMENTS, INC.

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

TRADEMARK

REEL: 002382 FRAME: 0685

***Exhibit A***  
***to Form UCC-3 Financing Statement***

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Metrisa, Inc.  
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Bedford, MA 01730

**Secured Party:**

Finova Mezzanine Capital, Inc.  
500 Church Street  
Nashville TN 37219

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all accounts receivable, customer deposits, and prepaid expenses of the Business;

all tangible assets, including, without limitation, inventories, work in process, finished goods and raw materials, tooling, machinery, equipment, instruments, parts, supplies, laboratory and office equipment, furniture and other fixed assets.

all intangible assets and records, including, without limitation, all goodwill, trademarks, trade names, service marks (whether or not registered), service names, copyrights and applications therefor, patent rights and patent applications pending, brand names, commercial and technical trade secrets, licenses, inventions, processes, know-how, confidential information and other proprietary property, rights and interests; application and operational software, distributor and representative lists, bills of material, vendor lists, laboratory notebooks, engineering designs and drawings and all other operational books, records, and data, and all assembly drawings, parts, lists, purchase orders, and purchase commitments and all other contract rights, schematics and component and test specifications, and manufacturing, inspection, and operating procedures, all operating data and records (provided Seller may make copies for itself to the extent reasonably necessary to prepare government reports or for other legitimate business needs), including, without limitation, all books, records, notes, sales and sales promotional data, advertising materials, credit information, cost and pricing information, customer and supplier lists, business plans, projections, reference catalogs, payroll and personnel records and all other similar property, rights and information;

all existing orders and backlog, sales proposals, open quotations, sales leads, and bids from or to customers and potential customers of the Business; and

all rights under all leases, license agreements, software licenses, contracts, agreements, sale orders, purchase orders and other commitments, warranties and warranty claims and awards, prepaid expenses and retentions.