

10-16-2001



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

101875431

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): SILICON VALLEY BANK 18-971
Individual(s) Association
General Partnership Limited Partnership
Corporation-State CA
Other
Additional name(s) of conveying party(ies) attached? Yes 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
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 No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
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 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
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
Signature
10/3/01
Date

01 FC:481
02 FC:482
40.00
75.00
00000160 1340420

Total number of pages including cover sheet, attachments, and document: 5
documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002382 FRAME: 0690

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 #
Reel/Frame: 2294/0188 filed 5/8/01 with USPTO
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; DELETE name; ADD name.

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

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: Silicon Valley Bank
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:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

The amendment to which this Exhibit is attached releases all of the Secured Party's interest in Debtor's assets solely 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 conducted by the Debtor on or before September 28, 2001 (the "Business") through its Holometrix Micromet Division sold pursuant to an Asset Purchase Agreement among the Debtor and Netzsch Instruments, Inc, dated September 28, 2001 (the "Asset Purchase Agreement"), including:

all accounts receivable, customer deposits, and prepaid expenses of the Business, as further set forth in the Asset purchase Agreement;

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, as further set forth in the Asset Purchase Agreement.

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, as further set forth in the Asset Purchase Agreement;

all existing orders and backlog, sales proposals, open quotations, sales leads, and bids from or to customers and potential customers of the Business, as further set forth in the Asset Purchase Agreement; 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, as further set forth in the Asset Purchase Agreement.

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
				<input type="checkbox"/> NONE

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

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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
Silicon Valley Bank

OR

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

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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, as further set forth in the Asset Purchase Agreement;

all existing orders and backlog, sales proposals, open quotations, sales leads, and bids from or to customers and potential customers of the Business, as further set forth in the Asset Purchase Agreement; 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, as further set forth in the Asset Purchase Agreement.