

12-20-2001



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

RE 101922728

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): 12-1401 OASIS Alignment Services, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State -New Hampshire [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Commerce Bank & Trust Company Internal Address: Street Address: 390 Main Street City: Worcester State: MA Zip: 01608 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Massachusetts Banking Corporation 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 [x] Security Agreement * [] Change of Name [] Other * copy attached Execution Date: December 7, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76263945 75933676 76263846 76264443 B. Trademark Registration No.(s) 1988085 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Roger F. Allard, Senior Vice President Internal Address: Commerce Bank & Trust Company Street Address: 390 Main Street City: Worcester State: MA Zip: 01608

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ 200.00 [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 copy of the original document. Raymond L. Masse, President of OASIS Alignment Services, Inc. December 7, 2001 Name of Person Signing Signature Date

DBYRNE 00000168 76263945

Total number of pages including cover sheet, attachments, and document: 9

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

12/19/2001 01 FC:481 02 FC:482

40.00 OP Mail 100.00 OP

Refund Ref: 12/19/2001 DBYRNE 0000112856 \$60.00 CHECK Refund Total

TRADEMARK REEL: 002410 FRAME: 0117

**COLLATERAL ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS
AND SECURITY AGREEMENT**

This Assignment is made this 7th day of December, 2001 between **OASIS ALIGNMENT SERVICES, INC.**, a New Hampshire corporation with its principal place of business at 255 Pickering Road, Rochester, New Hampshire 03867 ("Assignor") and **COMMERCE BANK & TRUST COMPANY**, a Massachusetts banking corporation with an office at 390 Main Street, Worcester, Massachusetts 01608 ("Lender").

BACKGROUND. Assignor has executed and delivered to the Lender, jointly and severally with OASIS Alignment Services Ltd. ("OASIS Canada"): (a) a certain Revolving Credit Note dated of even date herewith in the principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00), (b) a certain Promissory Note dated of even date herewith in the principal amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) and (c) a certain Promissory Note dated of even date herewith in the principal amount of Five Hundred Seventy-Four Thousand and 00/100 Dollars (\$574,000.00) (collectively, the "Notes") pursuant to a certain Loan and Security Agreement dated of even date herewith among Assignor, OASIS Canada and Lender (as amended from time to time, the "Loan Agreement"). In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to assign to Lender certain trademark and servicemark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (such term, as used herein, shall have the same meaning as provided in the Loan Agreement) of the Assignor to the Lender, Assignor hereby assigns, pledges and grants to the Lender a continuing security interest in and to the Assignor's right, title and interest in and to the trademarks, trademark applications, servicemarks and servicemark applications listed in Exhibit A hereto, including without limitation 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 re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Trademarks and Servicemarks").

2. Assignor covenants and warrants that:

(a) The Trademarks and Servicemarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor's knowledge, each of the Trademarks and Servicemarks is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;

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

(d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent; provided, however, so long as no Event of Default has occurred and is continuing Assignor may enter into agreements in the ordinary course of its business which make clear that the agreement is subject to the provisions of paragraph 1.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application, patent, trademark, trademark applications, servicemark or servicemark applications for any reissue, division, continuation, renewal, extension or continuation-in-part of any Trademark and Servicemark or any improvement on any Trademark and Servicemark, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit A to include any future patents and patent applications, trademarks and trademark applications, and servicemarks and servicemark applications which are Trademarks and Servicemarks under paragraph 1 or paragraph 4 hereof.

6. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks and Servicemarks as set forth in paragraph 6, shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this 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 Trademarks and Servicemarks may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Massachusetts or elsewhere, the whole or from time to time any part of the Trademarks and Servicemarks, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of

the Trademarks and Servicemarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. Notice of any sale or other disposition of the Trademarks and Servicemarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks and Servicemarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any of the Notes or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks and Servicemarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

7. At such time as Assignor shall completely satisfy all of the Obligations, Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks and Servicemarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

8. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender 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 or otherwise protecting, maintaining, preserving the Trademarks and Servicemarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and Servicemarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

9. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any application of the Trademarks and Servicemarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, and to preserve and maintain all rights in applications of the Trademarks and Servicemarks. Any expenses incurred in connection with such an application shall be borne by Assignor. Assignor shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of Lender, which consent shall not be unreasonably withheld.

10. Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Servicemarks and any license thereunder, in which event Assignor shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11.

11. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; 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.

12. All of Lender's rights and remedies with respect to the Trademarks and Servicemarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

13. 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 other clause or provision of this Agreement in any jurisdiction.

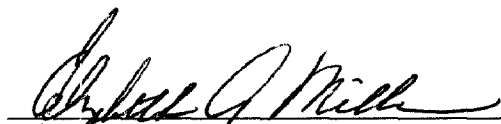
14. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

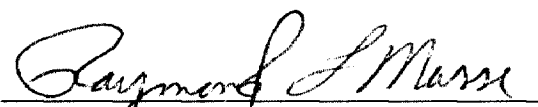
15. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Massachusetts.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized officer(s) under seal as of the day and year first-above written.

OASIS ALIGNMENT SERVICES, INC.


Witness

By: 
Raymond L. Masse, Its President

COMMERCE BANK & TRUST COMPANY


Witness

By: 
Roger F. Allard, Senior Vice President

State New Hampshire
~~COMMONWEALTH OF MASSACHUSETTS~~

Hillsborough County
~~Worcester, ss.~~

December 7, 2001

a NH corporation

Then personally appeared the above-named Raymond L. Masse, President of OASIS Alignment Services, Inc., and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of OASIS Alignment Services, Inc., before me.



Susan A Manchester
Notary Public
My Commission Expires:

State New Hampshire
~~COMMONWEALTH OF MASSACHUSETTS~~

Hillsborough County
~~Worcester, ss.~~

December 7, 2001

Then personally appeared the above-named Roger F. Allard, Senior Vice President of Commerce Bank & Trust Company, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Commerce Bank & Trust Company, before me.



Susan A Manchester
Notary Public
My Commission Expires:

EXHIBIT A

TRADEMARK/SERVICEMARK SERIAL NO./REGISTRATION NO.

Trademark Registration 1988085
*in the name of OASIS Optical Alignment
Systems & Inspection Services, Inc.

Trademark Applications Pending: 76263945
75933676
76263846
76264443

Common Law Trademarks:
OASIS OPTICAL ALIGNMENT SYSTEMS & INSPECTION SERVICES, INC.
OASIS (2D Design)
OASIS (3D Design)
OASIS ALIGNMENT SERVICES (Design)
OASIS ALIGNMENT SERVICES