

05-20-2002

Attorney Docket No. 15283A

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

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

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

1. Name of conveying party(ies):

Robotic Vision Systems, Inc.

5.13.02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Delaware
- Other _____

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

Execution Date: December 18, 2001

2. Name and address of receiving party(ies)

Name: Sick Auto Ident

Internal Address: _____

Street Address: 5 Shawmut Road

City: Canton State: Massachusetts ZIP: 02021

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,953,696

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Georg Seka
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

6. Total number of applications and registrations involved4

7. Total fee (37 CFR 3.41): \$115

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

J. Georg Seka
Name of Person Signing

Signature

May 3, 2002
Date

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

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

TRADEMARK
REEL: 002508 FRAME: 0456

1. Additional name(s) of conveying party(ies):
(Continued from Page 1)

2. Additional name(s) and address(es) of receiving party(ies):
(Continued from Page 1)

3. Additional application number(s) or registration number(s):
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,977,185

1,977,186

1,984,536

SF 165907 v1
SF 1342974 v1

PNC BANK, NATIONAL ASSOCIATION
Two Tower Center Boulevard
East Brunswick, NJ 08816

December 18, 2001

Robotic Vision Systems, Inc.
5 Shawmut Road
Canton, MA 02021

Re: Consent to Sale & Release of Liens

Gentlemen:

We refer to the Revolving Credit and Security Agreement dated as of April 28, 2000 (as amended and in effect from time to time, the "Credit Agreement") by and among (i) Robotic Vision Systems, Inc. ("RVSI"), a corporation organized under the laws of the State of Delaware (successor by merger to CiMatrix LLC, a limited liability company organized under the laws of the State of Delaware, Acuity Imaging LLC, a limited liability company organized under the laws of the State of Delaware, Systemation Engineered Products, Inc., a corporation organized under the laws of the State of Wisconsin, Vanguard Automation, Inc., a corporation organized under the laws of the State of Delaware and Northeast Robotics LLC, a limited liability company organized under the laws of the State of Delaware) (the "Borrower"), and (ii) PNC Bank, National Association, as Lender and as Agent ("PNC"). We also refer to the proposed Purchase and Sale Agreement made and entered into as of the 18th day of December, 2001 (the "Purchase and Sale Agreement") by and among RVSI, RVSI Europe Ltd. ("RVSI UK"), an English limited company (together with RVSI, the "Sellers") and SICK, INC., a Minnesota corporation ("SICK"), and ERWIN SICK LTD. ("Sick UK"), an English limited company (together with SICK, the "Buyers"), a draft copy which has been delivered to PNC.

RVSI has advised PNC that pursuant to the Purchase and Sale Agreement it intends to transfer to Sick Auto Ident ("Newco"), a Delaware Corporation and wholly owned subsidiary of RVSI, the property, assets and rights of RVSI used exclusively in the operation of the material handling business of RVSI's Acuity CiMatrix division which is comprised of the one-dimensional bar code reading systems product line, the camera based bar code readers product line and related products used in the automatic identification and data collection market to track packages for the parcel delivery services and material handling industries (the "Transferred Business"). The property, assets and rights to be transferred in connection with the Transferred Business are more specifically described in the Purchase and Sale Agreement and include among other things the intellectual property set forth on Schedule 1 hereto (all such property, assets and rights referred to herein as the "Transferred Property"). Pursuant to the Purchase and Sale Agreement, immediately following the transfer of the Transferred Property to Newco, RVSI will

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TRADEMARK
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transfer all of the issued and outstanding capital stock of Newco to SICK and RVSI UK will transfer the assets that it owns in the Transferred Business to Sick UK (the transfer of the Transferred Property to Newco, the sale of the issued and outstanding capital stock of Newco to SICK, and the sale of those assets of RVSI UK to Sick UK as contemplated by the Purchase and Sale Agreement in all material respects shall be referred to herein as the "Transaction").

PNC hereby consents to the Transaction and effective on the closing of the Transaction under the Purchase and Sale Agreement PNC shall be deemed to release all security interests and liens on the Transferred Property which the Borrower granted to PNC pursuant to the Credit Agreement and the documents executed and delivered pursuant to the Credit Agreement.

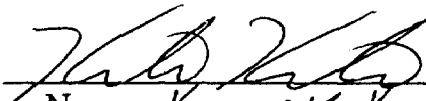
PNC hereby authorizes RVSI, effective on the closing of the Transaction under the Purchase and Sale Agreement, to file with the appropriate public records UCC-3 amendments to the financing statements in the form attached hereto as Exhibit A hereto, in order to evidence the release by PNC of the security interests and liens on the Transferred Property.

PNC further agrees to deliver to the Borrower, after the closing date of the Transaction, at the Borrower's sole cost and expense, such other releases or termination statements as the Borrower may reasonably request in connection with PNC's above-described release of the liens and security interests in the Transferred Property.

The Buyers are entitled to rely on the undertaking of PNC hereunder. This letter shall be governed by the laws of the State of New York (without reference to conflict of laws).

Very truly yours,

PNC BANK, NATIONAL ASSOCIATION, as
Lender and as Agent

By: 
Name: *Kenneth Kaestner*
Title: *Assistant Vice President*

ACCEPTED AND AGREED:

ROBOTIC VISION SYSTEMS, INC.

By: _____
Name:
Title:

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transfer all of the issued and outstanding capital stock of Newco to SICK and RVSI UK will transfer the assets that it owns in the Transferred Business to Sick UK (the transfer of the Transferred Property to Newco, the sale of the issued and outstanding capital stock of Newco to SICK, and the sale of those assets of RVSI UK to Sick UK as contemplated by the Purchase and Sale Agreement in all material respects shall be referred to herein as the "Transaction").

PNC hereby consents to the Transaction and effective on the closing of the Transaction under the Purchase and Sale Agreement PNC shall be deemed to release all security interests and liens on the Transferred Property which the Borrower granted to PNC pursuant to the Credit Agreement and the documents executed and delivered pursuant to the Credit Agreement.


PNC hereby authorizes RVSI, effective on the closing of the Transaction under the Purchase and Sale Agreement, to file with the appropriate public records UCC-3 amendments to the financing statements in the form attached hereto as Exhibit A hereto, in order to evidence the release by PNC of the security interests and liens on the Transferred Property.

PNC further agrees to deliver to the Borrower, after the closing date of the Transaction, at the Borrower's sole cost and expense, such other releases or termination statements as the Borrower may reasonably request in connection with PNC's above-described release of the liens and security interests in the Transferred Property.

The Buyers are entitled to rely on the undertaking of PNC hereunder. This letter shall be governed by the laws of the State of New York (without reference to conflict of laws).


Very truly yours,

PNC BANK, NATIONAL ASSOCIATION, as
Lender and as Agent

By: 
Name: *Kenneth Maestner*
Title: *Assistant Vice President*

ACCEPTED AND AGREED:

ROBOTIC VISION SYSTEMS, INC.

By: 
Name: *PATRICIA RANDALL*
Title: *VICE PRESIDENT*

SCHEDULE 1

Transferred Intellectual Property

RVSI assigns the following to NEWCO, with a reservation of a perpetual royalty-free license back from NEWCO in accordance with the Cross License Agreement:

Patents:

US Patent # 6,193,157 – Frequency division multiplexed bar code scanner

US Patent # 5,991,470 – One-dimensional scanner systems for two-dimensional image acquisition

US Patent # 5,750,980 – High speed, high resolution optical scanner system

US Patent # 5,701,003 – Intensity compensated scanning system

US Patent #5,177,346 – Bar code reader system for reading bar code labels with a highly specular and low contrast surface

US Patent # 5,149,948 – Improved bar code reader system for reading bar codes under high specular reflection conditions with a variety of surface effects

US Patent # 6,267,293 – Bar code scanning system and method

US Patent # 4,920,255 Automatic incremental focusing scanner system

Foreign patents and patent applications

Foreign Patent Applications					
Docket No.:	Application No.	Title	Filing date	Other dates	Status
CI-148GG	German Patent No. 40 36 967	Improved Bar Code System	Priority Filing Date 12/13/89	Patent Issued 11/17/94	12 th annuity paid, next annuity due 11/30/02
CI-150GG	German Patent No. 41 14 925	Improved Bar Code Reader System	Priority Filing Date 7/16/90	Patent Issued 10/5/95	11 th annuity paid, next annuity due 5/31/02
CI-166C	Canada Patent No. 2,269,686	Intensity Compensated Scanning System	International filing date 7/10/97	Patent Issued 08/08/00	Annuity paid, next annuity due 7/10/02
CI-166EP	European Application No. 97933332.5	Intensity Compensated Scanning System	International filing date 7/10/97	National Stage application filed 04/20/99	Annuity paid, next annuity due 7/10/02
CI-166K	Korean Patent Application No. 10-1999-7003531	Intensity Compensated Scanning System	International filing date 7/10/97	Patent issued 6/22/01	Annuity due 6/22/04

CI-177C	Canadian Application No. 2,338,953	Frequency Division Multiplexed Bar Code Scanner	International filing date 7/27/99	Entered National Phase in Canada on 01/29/01	Pending, annuity due 7/27/02
CI-177EP	European Patent Application No. 99935925.0	Frequency Division Multiplexed Bar Code Scanner	International filing date 7/27/99	Annuity paid, next annuity due 7/27/02	
CI-178C	Canadian Application No. _____ (based on PCT/USOO/04368)	Bar Code Scanning System and Method	International filing date 02/22/00	Annuity paid, next annuity due 2/22/03	
CI-178EP	European Patent Application No. 00913552.6	Bar Code Scanning System and Method	International filing date 2/22/00	Pending	

RVSI will not convey source code to certain software, but will grant NEWCO a non-exclusive, royalty-free perpetual license to use the executable object code to Sym1000.dll and Sym1000.lib. RVSI will also grant a non-exclusive, perpetual, royalty-free license to the source code of Sym1000.h and Cim_defs.h.

RVSI will convey to NEWCO with no license rights retained by RVSI, the following:

Trademarks

<u>Serial Number</u>	<u>Reg. Number</u>	<u>Word Mark</u>
74511267	1977186	CIX
74511266	1984536	OMNI CIX
74511265	1953696	CIPRO
74511264	1977185	CIMAX