

05-28-2002



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Docket No.:

014951/0249

Tab settings

To the Honorable Commissioner of Pate

Use record the attached original documents or copy thereof.

1. Name of conveying party(ies):
HIGH VOLTAGE ENGINEERING CORPORATION
5-9-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **MASSACHUSETTS**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **ABLECO FINANCE LLC, As Collateral Agent**
Internal Address: _____
Street Address: **450 PARK AVENUE**
City: **NEW YORK** State: **NY** ZIP: **10022**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **DELAWARE LIMITED LIABILITY CO.**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **NOVEMBER 21, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)
NONE

Additional numbers Yes No

B. Trademark Registration No.(s)

2,064,882 2,035,939 872,484
2,061,052

Additional numbers Yes No

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

Name: **PAUL A. JUERGENSEN**
Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

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:
SCHULTE ROTH & ZABEL LLP - 500675

05/24/2002	6TOM11	00000118	500675	2064882	DO NOT USE THIS SPACE
01	IC:481	40.00	CH		
02	IC:482	75.00	CH		

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.

PAUL A. JUERGENSEN *Paul A. Juergensen* **MAY 9, 2002**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **5**

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, HIGH VOLTAGE ENGINEERING CORPORATION (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated as of November __, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as collateral agent for certain lenders (the "Assignee");

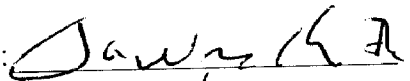
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of such lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2000.

HIGH VOLTAGE ENGINEERING
CORPORATION

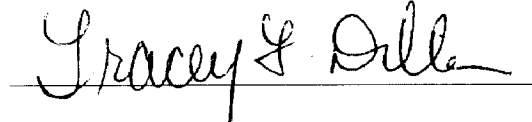
By: 
Name: Joseph W. McHugh, Jr.
Title: J. P. A. CFO

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 21st day of November, 2000, before me personally came Joseph W. McHugh, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the V.P. of High Voltage Engineering Corporation, a Corporation corporation, and that he executed the foregoing instrument in the firm name of High Voltage Engineering Corporation, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



TRACEY F. DILLON
Notary Public, State of New York
No. 01D15036359
Qualified in Kings County
Certified in New York County
Commission Expires Nov. 21, 2002

SCHEDULE II TO SECURITY AGREEMENT

TRADEMARKS
AND
TRADEMARK LICENSES

	<u>No. & Trademark</u>	
2	<u>2064882 -- YC</u>	High Voltage Engineering Corporation
3	<u>2061052 -- EC</u>	High Voltage Engineering Corporation
5	<u>2035939 -- A+</u>	High Voltage Engineering Corporation
	<u>872,484 -- CPJ</u>	

Registered Foreign Trademarks

<u>Country</u>	<u>No.</u>	<u>Trademark</u>
Benelux	314,308	Anderson Power Products
	314,309	Powerpole
	315,011	SB
Bulgaria	8767	Powerpole
Canada	166,346	"A" Within Circle
Denmark	1943-1973	Modular Electrical Conn.
	1943-1973	Powerpole
France	867,401	QD
	867,427	SB
	867,428	EC
	867,429	Powerpole
	1,220,629	SB
	1,220,630	Powerpole
	1,220,631	EC
	1,220,632	QD
1,220,634	Anderson Power Products	
Germany	910,819	Anderson Power Products
	917,380	Powerpole
Italy	288,513	Powerpole
	288,841	SB

Japan	1,155,625	Anderson
	1,183,917	Powerpole
	1,183,918	Andeson Power Products
Sweden	142,072	Modular Electrical Connector
Switzerland	263,618	SB
	263,619	Powerpole