

08-20-2002



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

102196246
TRADEMARKS ONE.

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):

Vectron, Inc.

8/15/02

- Individual(s)
- General Partnership
- Corporation-State (CA)
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: June 20, 2002

2. Name and address of receiving party(ies)

Name: Easton Hunt Capital Partners, L.P.

Internal Address: 21st Floor

Street Address: 641 Lexington Avenue

City: New York State: NY Zip: 10022

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(Designations 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)

75/908,052

B. Trademark Registration No.(s)

2,426,858

Additional number(s) attached Yes No

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

Name: Cathleen Kirby, Legal Assistant

Internal Address: Pepper Hamilton LLP

3000 Two Logan Square

Street Address: Eighteenth and Arch Streets

City: Philadelphia State: PA Zip: 19103-2799

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- 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.

Cathleen Kirby

Name of Person Signing

Cathleen Kirby
Signature

August 15, 2002

Date

9

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

08/19/2002 TDIAZ1 00000051 75908052

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

01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 002565 FRAME: 0487

NOTICE OF SECURITY AGREEMENT

NOTICE dated as of June 20, 2002, of certain security interests in certain intellectual property as set forth in a Security Agreement made by VECTRON, INC., a California corporation, having an address at 10109 Carroll Canyon Road, San Diego, CA 02131-1109 ("Debtor") to and in favor of EASTON HUNT CAPITAL PARTNERS, L.P., whose address is 641 Lexington Avenue, 21st Floor, New York, New York, 10022 ("Easton"), and such additional persons that become parties thereto as lenders as provided therein and that are listed on the Schedule of Additional Lenders attached thereto as Schedule A (each, an "Additional Lender"), pursuant to an Loan Agreement dated of as of June 20, 2002, between Debtor and Secured Parties (as may be amended or modified from time to time, the "Loan Agreement"). Such Security Agreement, as may be amended or modified from time to time, is referred to as the "Security Agreement," and Easton and Additional Lenders, together with their successors and assigns, are collectively referred to as "Secured Parties."


WHEREAS, Debtor is the owner of certain intellectual property collateral (the "Listed Intellectual Property Collateral") as listed in Schedules A, B and/or C hereto; and

WHEREAS, Secured Parties have agreed to make certain loans to Debtor pursuant to the Loan Agreement on the condition that the Debtor pledge and grant to Secured Parties as collateral for Liabilities (as defined in the Security Agreement) a security interest and lien in and on "IP Collateral" (as defined in the Security Agreement), including but not limited to the Listed Intellectual Property Collateral, together with all other related claims and rights, including but not limited to associated goodwill, as more fully set forth in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Liabilities, Debtor hereby pledges, grants and collaterally assigns to Secured Parties a security interest and lien in and to all rights, title and interest in and to the aforesaid IP Collateral, including but not limited to the Listed Intellectual Property, and gives notice of such security interest and the existence of the Security Agreement providing therefor.

Executed as of the date first set forth above.

VECTRON, INC.

By: 

Name: Joseph L. Vilella

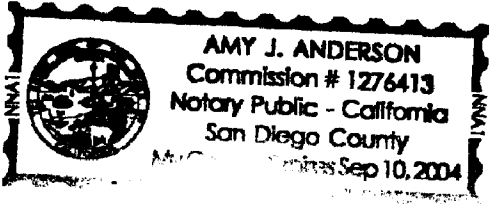
Title: President & CEO

DT: #206137 v2 (4F21021.DOC) 114774-2

TRADEMARK
REEL: 002565 FRAME: 0489

STATE OF CALIFORNIA :
 :
COUNTY OF San Diego : SS.

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 20th day of June, 2002, personally appeared Joseph L. Vilella to me known personally, and who, being first by me duly sworn, depose and say that he/she is the President of VECTRON, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.



Notary Public Amy J. Anderson

My Commission expires: Sept. 10, 2004

(Notarial Seal)

EXHIBIT "A"
to Notice of Security Agreement

COPYRIGHT COLLATERAL

<u>COPYRIGHT TITLE AND DESCRIPTION</u>	DATE OF CREATION; FIRST DATE OF DISTRIBUTION; DATE OF APPLICATION OR <u>REGISTRATION</u>	APPLICATION NUMBER OR REGISTRATION <u>NUMBER</u>	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT <u>FROM DEBTOR</u>)	RECORDATION NUMBER OF IP AGREEMENT TRANSFERRING FROM OWNER TO DEBTOR (IF ORIGINAL OWNER OF COPYRIGHT IS DIFFERENT <u>FROM DEBTOR</u>)
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None

*FIX - title
application/registrat
ion number & date
of application filing
/registration

EXHIBIT "B"
to Notice of Security Agreement

PATENT COLLATERAL

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
See Attached					

PATENTS:

U.S. Patent Application for ELECTRONIC ASSEMBLY AND VIDEO INSPECTION SYSTEM

Atty. 1791.1
S/N: 08/947,756
Filed: October 9, 1997
Status: Abandoned

International Application Under Paris Convention Treaty

Invention Title: ELECTRONIC ASSEMBLY AND VIDEO INSPECTION SYSTEM

Atty. Docket No.: 1791.1D
S/N: PCT/US98/21383
Filed: October 8, 1998
Convention Priority Date: October 9, 1997
Status: Closed; International Exam Report found Claims 1-20 meet criteria for Novelty and Industrial Applicability and Claims 1-13 to meet criteria for Inventive Step.

Domestic Entry Applications on the basis of PCT/US98/21383:

U.S.

Atty Docket No. 1971.1-5
S/N: 09/486,234
Filed: February 23, 2000
International Filing Date: October 8, 1998
Priority Date: October 9, 1997
Status: Accepted for National Patentability Examination in the U.S. PTO

Korea

Atty. Docket No. 1791.1DKorea
S/N: 2000-7003672
Filed: May 22, 2000
International Filing Date: October 8, 1998
Priority Date: October 9, 1997
Status: Request for examination due by October 7, 2003.

Mexico

Atty. Docket No. 1791.1DMexico
S/N: 003495
Filed: April 10, 2000
International Filing Date: October 8, 1998
Priority Date: October 9, 1997
Status: Pending examination

Singapore

Atty. Docket No. 1791.1DSing.
S/N: 200001951-3
Filed: April 7, 2000
International Filing Date: October 8, 1998
Priority Date: October 9, 1997
Status: Pending payment of Grant Fee by April 9, 2002.

EXHIBIT "C"
to Notice of Security Agreement

TRADEMARK COLLATERAL

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
See Attached				

TRADEMARKS:

Mark: K2-AOI

Atty. Docket No.: 1923.2-1

S/N: 75/908052

Filed: February 3, 2000

Status: Under publication.

Mark: Misc. Design [Image unavailable]

Atty. Docket No.: 1923.2-2

Issued: February 6, 2001

Reg. No.: 2,426,858

Brazil

Atty. Docket No. 1791.1DBrazil

S/N: PI9815246-7

Filed: April 10, 2000

International Filing Date: October 8, 2000

Priority Date: October 9, 1997

Status: Pending Request for Examination due by October 8, 2001.

Canada

Atty. Docket No. 1791.1DCanada

S/N: 2,307,031

Filed: April 7, 2000

International Filing Date: October 8, 1998

Priority Date: October 9, 1997

Status: Pending examination; 2nd Annuity due by October 8, 2001.

China

Atty. Docket No. 1791.1DChina

S/N 98 811639.3

Filed: May 29, 2000

International Filing Date: October 8, 1998

Priority Date: October 9, 1997

Status: Pending publication.

Europe

Atty. Docket No. 1791.1DEPO

S/N: 98952209.9

Filed: May 15, 2000

International Filing Date: October 8, 1998

Priority Date: October 9, 1997

Status: Pending Request for Examination due by April 23, 2001.

Japan

Atty. Docket No. 1791.1Japan

S/N: 2000-516307

Translation filed: March 28, 2000

International Filing Date: October 8, 1998

Priority Date: October 9, 1997

Status: Request for Novelty Examination due before October 8, 2005.