

11-22-2002



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

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

102290333

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

1. Name of conveying party(ies): Coulbourn, Inc.

MRO 11-13-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: CIT Small Business Lending Internal Corporation Address:

Street Address: 1 CIT Drive City Livingston State NJ Zip: 07039

- 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 (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)

B. Trademark Registration No.(s) 2,547,737, 1,312,110 and 2,273,647

Additional number(s) attached Yes No

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

Name: John D. Benson, Esquire

Internal Address:

Street Address: 1529 Walnut St., Ste 600 Philadelphia, PA 19102

City Philadelphia State PA Zip: 19102

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

- Enclosed 90E Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

Refund Ref: 11/22/2002 J3ALLAH2 0000122594

CHECK Refund Total: \$30.00

COULBOURN, INC.

Paul Mazzocco Name of Person Signing

By: [Signature] Date 10/21/02

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

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

11/22/2002 J3ALLAH2 00000002 2547737

01 FC:0521 02 FC:0522

40.00 OP 50.00 OP

TRADEMARK REEL: 002620 FRAME: 0628

CONFIRMATION OF SECURITY IN TRADEMARKS

21st

AGREEMENT made this 18th day of October, 2002, by and between CIT SMALL BUSINESS LENDING CORPORATION and COULBOURN, INC.

WHEREAS, secured party has loaned to debtor the sum of One Million Dollars (\$1,000,000.00) (the "Loan"), as evidenced by a promissory note dated October 18, 2002, from debtor to Secured Party, and other documents evidencing and securing the Loan (collectively, the "Loan Documents").

WHEREAS, the secured party is obtaining a security interest in certain collateral described herein to secure the debtor's obligation to the secured party, and the debtor is granting said security interest.

It is therefore confirmed and agreed:

1. The debtor hereby confirms its grant to the secured party of a security interest in the collateral described in paragraph 2 hereof to describe the debtor's obligation to the secured party as indicated above.
2. The property which is subject to the security interest confirmed by this Agreement consists of U.S. Trademark Reg. No. 2,547,737, registered on Mar. 12, 2002, to Coulbourn Instruments, LLC for "Graphic State" and subsequently assigned to debtor.
3. In the event that debtor defaults in the payment of its obligations, then the secured party shall be entitled to any and all remedies available to it as the date of defaults.
4. If said debtor, its successors, assigns, or other legal representatives should breach any of the loan Documents, then and in such event, all right, title and interest hereby conveyed or intended to be conveyed in said U.S. latest patents shall revert to said secured party, its successors, assigns or other legal representatives.


21st

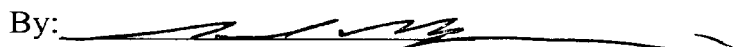
Dated this 18th day of October, 2002.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

COULBOURN, INC.


Secretary

By: 
Paul Mazzucco, President

STATE OF PENNSYLVANIA

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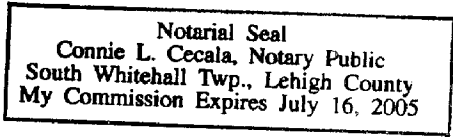
COUNTY OF LEHIGH

:

On this ~~18th~~^{21st} day of October, in the year 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Mazzucco, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on his own behalf and as President of Coulbourn, Inc. and Cobalt Computers, Inc., for the purposes contained therein.

Connie L. Cecala
Notary Public in and for said County and State

My Commission Expires: July 16, 2005



CONFIRMATION OF SECURITY IN TRADEMARKS

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It is therefore confirmed and agreed:

1. The debtor hereby confirms its grant to the secured party of a security interest in the collateral described in paragraph 2 hereof to describe the debtor's obligation to the secured party as indicated above.
2. The property which is subject to the security interest confirmed by this Agreement consists of U.S. Trademark Reg. No. 2,273,647, registered on Aug. 31, 1999, to Coulbourn Instruments, LLC for "Tru Scan" and subsequently assigned to debtor.
3. In the event that debtor defaults in the payment of its obligations, then the secured party shall be entitled to any and all remedies available to it as the date of defaults.
4. If said debtor, its successors, assigns, or other legal representatives should breach any of the loan Documents, then and in such event, all right, title and interest hereby conveyed or intended to be conveyed in said U.S. latest patents shall revert to said secured party, its successors, assigns or other legal representatives.

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Connie L. Cecala

Notary Public in and for said County and State

My Commission Expires: July 16, 2005

Notarial Seal
Connie L. Cecala, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires July 16, 2005

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WHEREAS, the secured party is obtaining a security interest in certain collateral described herein to secure the debtor's obligation to the secured party, and the debtor is granting said security interest.

It is therefore confirmed and agreed:

1. The debtor hereby confirms its grant to the secured party of a security interest in the collateral described in paragraph 2 hereof to describe the debtor's obligation to the secured party as indicated above.
2. The property which is subject to the security interest confirmed by this Agreement consists of U.S. Trademark Reg. No. 1,312,110, registered on Jan. 1, 1985, to Coulbourn Instruments, Inc. for "Lablinc" and subsequently assigned to debtor.
3. In the event that debtor defaults in the payment of its obligations, then the secured party shall be entitled to any and all remedies available to it as the date of defaults.
4. If said debtor, its successors, assigns, or other legal representatives should breach any of the loan Documents, then and in such event, all right, title and interest hereby conveyed or intended to be conveyed in said U.S. latest patents shall revert to said secured party, its successors, assigns or other legal representatives.

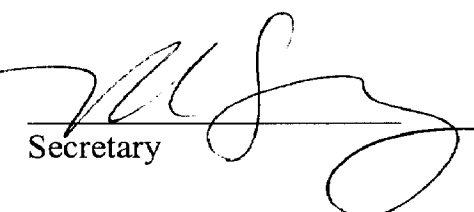
21st

Dated this ~~18th~~ day of October, 2002.

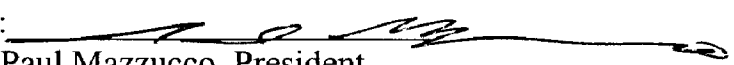
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By:


Paul Mazzucco, President

STATE OF PENNSYLVANIA

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Connie L. Cecala

Notary Public in and for said County and State

My Commission Expires: July 16, 2005

Notarial Seal
Connie L. Cecala, Notary Public
South Whitehall Twp., Lehigh County
My Commission Expires July 16, 2005

CONFIRMATION OF SECURITY IN PATENTS

AGREEMENT made this 21st day of October, 2002, by and between CIT SMALL BUSINESS LENDING CORPORATION and COULBOURN, INC.

WHEREAS, secured party has loaned to debtor the sum of One Million Dollars (\$1,000,000.00) (the "Loan), as evidenced by a promissory note dated October 21, 2002, from debtor to Secured Party, and other documents evidencing and securing the Loan (collectively, the "Loan Documents").

WHEREAS, the secured party is obtaining a security interest in certain collateral described herein to secure the debtor's obligation to the secured party, and the debtor is granting said security interest.

It is therefore confirmed and agreed:

1. The debtor hereby confirms its grant to the secured party of a security interest in the collateral described in paragraph 2 hereof to describe the debtor's obligation to the secured party as indicated above.
2. The property which is subject to the security interest confirmed by this Agreement consists of U.S. Patent No. 4,373,471 issued on Feb. 18, 1983 to John N. Coulbourn and subsequently assigned to debtor.
3. In the event that debtor defaults in the payment of its obligations, then the secured party shall be entitled to any and all remedies available to it as the date of defaults.
4. If said debtor, its successors, assigns, or other legal representatives should breach any of the loan Documents, then and in such event, all right, title and interest hereby conveyed or intended to be conveyed in said U.S. latest patents shall revert to said secured party, its successors, assigns or other legal representatives.

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COULBOURN, INC.


Secretary

By: 
Paul Mazzucco, President

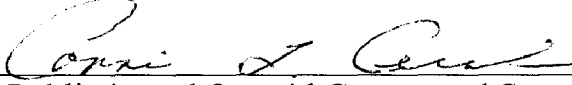
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CIT SMALL BUSINESS LENDING CORPORATION

STATE OF PENNSYLVANIA

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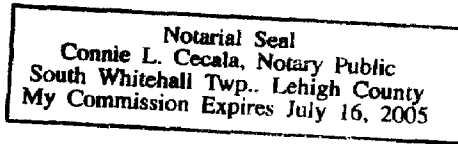
COUNTY OF LEHIGH

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Notary Public in and for said County and State

My Commission Expires: July 16, 2005



CONFIRMATION OF SECURITY IN PATENTS

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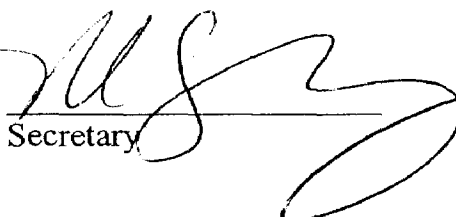
1. The debtor hereby confirms its grant to the secured party of a security interest in the collateral described in paragraph 2 hereof to describe the debtor's obligation to the secured party as indicated above.
2. The property which is subject to the security interest confirmed by this Agreement consists of U.S. Patent No. 3,830,201 issued on Aug. 20, 1974 to John N. Coulbourn and subsequently assigned to debtor.
3. In the event that debtor defaults in the payment of its obligations, then the secured party shall be entitled to any and all remedies available to it as the date of defaults.
4. If said debtor, its successors, assigns, or other legal representatives should breach any of the loan Documents, then and in such event, all right, title and interest hereby conveyed or intended to be conveyed in said U.S. latest patents shall revert to said secured party, its successors, assigns or other legal representatives.

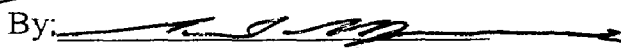
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COULBOURN, INC.


Secretary

By: 
Paul Mazzucco, President

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FEDERAL RESERVE BANK
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STATE OF PENNSYLVANIA

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