

02-12-2003

Docket No.:

2680/3189

TRADEMARK



102363069

Tab settings

2-10-03

To the Honorable Commissioner of Patents and Trademarks

Documents or copy thereof.

1. Name of conveying party(ies):

Mikron Infrared, Inc.

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: November 21, 2002

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

Name: Fleet National Bank

Internal Address:

Street Address: 208 Harristown Road

City: Glen Rock State: NJ ZIP: 07436

- Individual(s) citizenship
- Association national banking association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

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

A. Trademark Application No.(s)

76/437455

Additional numbers

B. Trademark Registration No.(s)

2290847 2148071 2058175
956893

Yes No

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

Name: Michael A. Gallo, Jr.

Internal Address: Edwards & Angell, LLP

Street Address: 51 John F. Kennedy Parkway

City: Short Hills State: NJ ZIP: 07078

6. Total number of applications and registrations involved:.....

5

7. Total fee (37 CFR 3.41):.....\$ \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02/11/2003 ECOOPER 00000313 76437455

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 100.00 OP

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.

Brenda S. Campbell, Paralegal

Name of Person Signing

Brenda S. Campbell

Signature

4
February 3, 2003

Date

Total number of pages including cover sheet, attachments, and

13

TRADEMARK

REEL: 002669 FRAME: 0308

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (hereinafter referred to as the "Agreement"), is made as of the 21st day of November, 2002, by

MIKRON INFRARED, INC., a corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey, having its principal office located at 16 Thornton Road, Oakland, New Jersey 07436 (hereinafter referred to as the "Grantor"),

IN FAVOR OF

FLEET NATIONAL BANK, a national banking association duly organized and validly existing under the laws of the United States of America, having an office for business located at 208 Harristown Road, Glen Rock, New Jersey 07452 (hereinafter referred as the "Bank").

WITNESSETH:

WHEREAS, the Grantor is indebted to the Bank pursuant to a certain Credit Agreement, dated as of November 21, 2002 (hereinafter referred to as the "Credit Agreement"), in the aggregate principal amount of up to Four Million and 00/100 (\$4,000,000.00) Dollars (hereinafter referred to as the "Facility"); and

WHEREAS, Grantor and the Bank are parties to that certain Security Agreement, dated as of November 21, 2002 (hereinafter referred to as the "Security Agreement"), pursuant to which Grantor has granted a security interest in all of its assets to the Bank for the benefit of the Bank as collateral security for the Obligations; and

WHEREAS, it is a condition precedent to making of the Facility that the Grantor shall have granted the security interests contemplated by this Agreement to secure the Credit Agreement and the Obligations.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING AND OF ANY FINANCIAL ACCOMMODATIONS OR EXTENSIONS OF CREDIT (INCLUDING, WITHOUT LIMITATION, ANY LOAN OR ADVANCE BY RENEWAL, REFINANCING OR EXTENSION OF THE AGREEMENTS DESCRIBED HEREINABOVE), NOW OR HEREAFTER MADE TO OR FOR THE BENEFIT OF THE GRANTOR BY THE BANK IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE CREDIT AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

NWK_123845_4/MGALLO

TRADEMARK
REEL: 002669 FRAME: 0309

Section 1. Defined Terms. Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement and the Security Agreement shall have the meaning specified for such term in the Credit Agreement and the Security Agreement. Unless otherwise defined herein, in the Credit Agreement or in the Security Agreement, each capitalized term used herein that is defined in this Agreement shall have the meaning specified for such term in the Credit Agreement and the Security Agreement.

Section 2. Incorporation of the Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

Section 3. Security Interest in Trademarks. To secure the prompt and complete payment when due of, and the observance and performance of, the Obligations of the Grantor to the Bank, the Grantor hereby grants, assigns, hypothecates, mortgages, conveys and transfers to the Bank for its benefit and the ratable benefit of the Bank, a security interest in all of its rights, title and interest in, to and under the following, whether now owned or existing or hereafter arising or acquired and wheresoever located:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule "A", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a) through (e) in this subparagraph (i), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule "B", attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and

now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Section 4. Restrictions on Future Agreements. The Grantor will not, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further covenants and agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks or the Licenses.

Section 5. New Trademarks and Licenses. The Grantor represents and warrants that (a) the Trademarks listed on Schedule "A" include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Grantor, (b) the Licenses listed on Schedule "B" include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than the Bank. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of this Agreement above shall automatically apply thereto. The Grantor shall give to the Bank written notice of events set forth in this Section 5 promptly after the occurrence of same, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Bank to modify this Agreement unilaterally (i) by amending Schedule "A" to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule "B" to include any future trademark and license agreements and service mark license agreements, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule "A" and "B" thereto, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

Section 6. Royalties. The Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies under this Agreement or pursuant to the Security Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank.

Section 7. Right to Inspect; Further Assignments and Security Interests. The Bank may at all reasonable times (and at any time upon the occurrence of an Event of Default or

Default) have access to, examine, audit, make copies (at the Grantor's expense) and extracts from and inspect the Grantor's premises and examine the Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Bank shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. The Grantor agrees that the Bank, or a conservator appointed by the Bank, shall have the right to establish such reasonable additional product quality controls as the Bank or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. The Grantor agrees that, without prior notice to the Bank, it shall (i) not sell or assign its respective interests in, or grant any license (except in the ordinary course of its business) under, the Trademarks or the Licenses, (ii) maintain the quality of such products as of the date hereof, and (iii) not reduce the quality of such products in any material respect without the Bank's prior and express written consent. In connection with any such notice to the Bank provided by the Grantor pursuant to this Section 7, the Grantor shall, within any such notice, (x) describe the transaction and the Trademark(s) and/or License(s) involved, (y) the remuneration received, if any, by the Grantor in connection with such transaction and (z) the rationale of the Grantor for entering into such transaction.

Section 8. Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid and performed in full and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has been terminated, the Bank shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Bank pursuant to this Agreement or the Security Agreement.

Section 9. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. The Grantor further agrees that, if it deems it in its best interest to do so, it shall (i) not abandon any Trademark or License without the prior written consent of the Bank, and (ii) use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall be under no obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Bank may, at its option, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

Section 10. The Bank's Right to Sue. Upon the occurrence of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, the Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents required by the Bank in aid of such enforcement. The Grantor shall, upon demand, promptly reimburse the Bank for all costs and expenses incurred by the Bank in the exercise of its rights under this Agreement (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

Section 11. Waivers. The Bank's failure, at any time or times hereafter, to require strict performance by the Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to the Grantor specifying such suspension or waiver.

Section 12. Cumulative Remedies; Power of Attorney. The Grantor hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact and authorizes the Bank and any of the Bank's agents, attorneys, employees or designees, in the Grantor's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its own best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement and the Security Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Bank under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the UCC, as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee

all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. The Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) calendar days before such disposition; provided, however, that the Bank may give any shorter notice that is commercially reasonable under the circumstances.

Section 13. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Bank and its nominees, successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Bank's prior written consent.

Section 14. Amendments. No amendment or waiver of any provision of this Security Agreement, nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be effected in writing and duly executed between the Grantor and the Bank.

Section 15. Notices, Written; Effective Date. Unless otherwise indicated differently, all notices, payments, requests, reports, information or demands which any party hereto may desire or may be required to give to any other party hereunder, shall be in writing and shall be personally delivered or sent by facsimile, by a nationally recognized overnight delivery service, or first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the party at its address appearing below,, or such other address as any party shall hereafter inform the other party hereto by written notice given as aforesaid:

If to the Grantor:

Mikron Infrared, Inc.
16 Thornton Road
Oakland, New Jersey 07436
Attn: Gerald D. Posner
President
Telecopier No.: (201) 405-0090

with a copy to:

Arent Fox Kintner Plotkin & Kahn, PLLC
1675 Broadway
New York, New York 10019
Attn: Steven D. Dreyer, Esq.
Telecopier No.: (212) 484-3990

If to the Bank:

Fleet National Bank
208 Harristown Road
Glen Rock, New Jersey 07452
Attn: Michael G. Vondras
Vice President
Telecopier No.: (201) 251-6041

with a copy to:

Edwards & Angell, LLP
51 John F. Kennedy Parkway
Short Hills, New Jersey 07078
Attn: Michael A. Gallo, Jr., Esq.
Telecopier No.: (973) 376-3380

All notices, payments, requests, reports, information or demands so given shall be deemed effective upon receipt or, if mailed, upon receipt or the expiration of the third day following the date of mailing, whichever occurs first, except that any notice of change in address shall be effective only upon receipt by the party to whom said notice is addressed. A failure to send the requisite copies does not invalidate an otherwise properly sent notice to the Grantor and/or the Bank.

Section 16. Credit Support Document. This Agreement is intended to act (i) as a "Credit Support Document", as such term is defined in the Master Agreement, with respect to each party and is made part of the Schedule to the Master Agreement, which Master Agreement includes the Schedules thereto and all Confirmations exchanged between the parties confirming the transactions thereunder and (ii) as a "transfer" under a swap agreement, made by or to a swap participant, in connection with a swap agreement within the meaning of U.S. Bankruptcy Code Section 546(g).

Section 17. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 18. Further Indemnification. The Grantor agrees to pay and to save the Bank harmless from any and all liabilities with respect to, or resulting from any delay in paying, any and all excise, sales or other similar taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any other transactions contemplated by this Security Agreement.

Section 19. Headings. Section headings used in this Security Agreement are for convenience of reference only and shall not affect the construction of this Security Agreement.

Section 20. GOVERNING LAW, SEVERABILITY. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF


THE STATE OF NEW JERSEY WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREUNDER. WHEREVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

Section 21. JURY TRIAL. THE GRANTOR AND THE BANK (BY ACCEPTANCE OF THIS AGREEMENT) MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENTS CONTEMPLATED TO BE EXECUTED IN CONNECTION HERewith OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS OR ACTIONS OF THE BANK RELATING TO THE ADMINISTRATION OF THE FACILITY OR ENFORCEMENT OF THE LOAN DOCUMENTS AND AGREE THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EXCEPT AS PROHIBITED BY LAW, THE GRANTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE GRANTOR CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE BANK HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE FACILITY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR THE BANK TO ACCEPT THIS AGREEMENT AND MAKE THE FACILITY.

Section 22. WAIVER OF BOND. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered, all as of the day and year first above written.

MIKRON INFRARED, INC.

By: 
Dennis L. Stoneman
Executive Vice President

SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN TRADEMARK SECURITY AGREEMENT BY AND BETWEEN MIKRON INFRARED, INC., AS THE GRANTOR, IN FAVOR OF FLEET NATIONAL BANK, AS THE BANK, DATED AS OF NOVEMBER 21, 2002

Trademarks

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
MIKRON	November 25, 1970	72377173
IR MAN	August 31, 1995	74723247
PYROVISION	July 12, 1995	74700257
INFRACOUPLE	August 17, 1999	75394510
SPYGLASS	August 5, 2002	76437455

Trademark and Service Mark Applications

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
None		

SCHEDULE "B"

ATTACHED TO AND MADE A PART OF THAT CERTAIN TRADEMARK SECURITY AGREEMENT BY AND BETWEEN MIKRON INFRARED, INC., AS THE GRANTOR, IN FAVOR OF FLEET NATIONAL BANK, AS THE BANK, DATED AS OF NOVEMBER 21, 2002

License Agreements

None

STATE OF NEW JERSEY }
 } ss:
COUNTY OF ESSEX }

BE IT REMEMBERED, that on this 21st day of November, 2002, before me, the subscriber, an officer duly authorized to take acknowledgments for use in the State of New Jersey, personally appeared Dennis L. Stoneman, who I am satisfied, is the person who executed the within Instrument as the Executive Vice President of Mikron Infrared, Inc., the corporation named therein, and I having first made known to him the contents thereof, he did thereupon acknowledge that the said Instrument made by the said corporation and sealed with its corporate seal and delivered by him as such officer, as the voluntary act and deed of said corporation, made by virtue of authority from its Board of Directors, for the uses and purposes therein expressed.



KATHLEEN VILLANO
A Notary Public of New Jersey
My Commission Expires 10/14/2004