

MRD 9-15-03
Resubmission
RECORDATION FORM

09-17-2003



102680524

ONLY

U.S. Patent and Trademark Office
Assignment Division
Box Assignment
CG-4, Suite 320
1213 Jefferson Davis Hwy.
Washington, DC 20231

Please record the attached document copy.

1. Name of party conveying the interest:
Name: Atkins Technologies, Inc.
State of Incorporation: Connecticut
2. Name and address of party receiving the interest:
Name: People's Bank
Street Address: One Financial Plaza
City, State, ZIP: Hartford, Connecticut 06103
Country: USA
State of Incorporation: Connecticut
3. Nature of Conveyance: collateral assignment of security interest
Execution Date: October 29, 2002 ✓
4. Trademark Registration No. 2,474,620 registered July 31, 2001 (Application No. 75/829,595 filed October 22, 1999) and Trademark Registration No. 2,517,208 registered December 11, 2001 (Application No. 76/208,783 filed February 12, 2001)
5. Name and address of party to whom correspondence concerning document should be mailed:
Clifford P. Kelly
Alix, Yale & Ristas, LLP
750 Main Street
Hartford, CT 06103-2721
6. Total number of applications and registrations involved: 2
7. Total number of pages: 12
8. Total fee enclosed: Already paid. If an additional amount is required, please charge Deposit Account No. 16-2563.

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.

Clifford P. Kelly

Date: September 9, 2003

Attorney's Docket: CIC/T05/09/US (Reg. No. 2,474,620) and CIC/T06/09/US (Reg. No. 2,517,208)

I hereby certify that this correspondence is being deposited on the date given below with the United States Postal Service as first class mail in an envelope addressed to "U.S. Patent and Trademark Office; Assignment Division; Box Assignment; CG-4, Suite 320; 1213 Jefferson Davis Hwy.; Washington, DC 20231"

Date: September 9, 2003

Clifford P. Kelly, Reg. No. 35,213

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OPR/FINANCE

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Resub MRD 9-15-03 3-25-03

RE

RECORDATION FORM COVER SHEET - TRADEMARKS ONLY

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8. Total fee enclosed: \$65.00 If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

FINANCE SECTION

03 MAR 25 AM 8:25

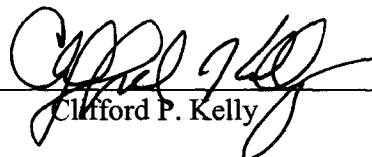
RECORDS

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.

03/26/2003 BYRNE 00000127 2474620

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP


Clifford P. Kelly

Date: March 20, 2003

Attorney's Docket: CIC/T05/09/US (Reg. No. 2,474,620) and CIC/T06/09/US (Reg. No. 2,517,208)

COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Assignment") made as of October 29, 2002, by **COOPER INSTRUMENT CORPORATION**, a Connecticut corporation having its chief executive office at 33 Reeds Gap Road, Middlefield, Connecticut 06455 ("Cooper"), and **ATKINS TECHNOLOGIES, INC.**, a Connecticut corporation having its chief executive office at 33 Reeds Gap Road, Middlefield, Connecticut 06455 ("Atkins") (Cooper and Atkins being sometimes hereinafter referred to individually as an "Assignor" and together as "Assignors"), to **PEOPLE'S BANK**, a Connecticut banking corporation with an office at One Financial Plaza, Hartford, Connecticut 06103.

RECITALS

A. Assignors and Assignee have entered into a Second Amended and Restated Commercial Loan and Security Agreement of even date herewith (the "Loan Agreement") pursuant to which Assignee has agreed to make certain Loans (as defined in the Loan Agreement) to Assignor.

B. Assignors and Assignee are entering into this Assignment in order to secure Assignors' repayment obligations to Assignee.

AGREEMENT

In consideration of the foregoing, Assignors and Assignee hereby agree as follows:

1. **Definitions.** Most of the capitalized terms used in this Assignment are defined in the Loan Agreement or other of the Loan Documents (as defined in the Loan Agreement). Other capitalized terms are defined elsewhere in this Assignment.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all of the obligations of Assignors to Assignee under this Assignment, the Loan Agreement, the Notes, the other Loan Documents and all other documents, instruments and agreements delivered by Assignors (or either of Assignors) in connection therewith (collectively, the "Obligations"), Assignors hereby mortgage, pledge and assign to Assignee, as and by way of a security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grant Assignee a security interest in, all of Assignors' right, title and interest in and to all of the following, whether now existing or hereafter arising:

- (i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through (D), inclusive, in which either Assignor now or hereafter have any right, title or

interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

- (ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B 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 with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which either Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, in which either Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");
- (iii) all rights and obligations pursuant to Assignors' license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights or otherwise, whether such Assignor is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignors' businesses connected with and symbolized by the Marks; provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which either Assignor is licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest without the consent of the other applicable party thereto and such consent has not been obtained; provided further, however, that, upon Assignee's request, Assignors will use their best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Assignors agree and covenant that until the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, Assignors will not take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignors' obligations under this Assignment, and Assignors further agree and covenant that they will not take any action, or permit any action to be taken by others subject to its control, including licensees under their control, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Except in the ordinary course of business or between Assignors, Assignors agree and covenant not to sell or assign either of their interests in or grant any license under, the Patents, Marks, Copyrights or

Licenses, without receiving the prior written consent of Assignee thereto, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Certain Covenants, Representations and Warranties of Assignors.** Assignors jointly and severally covenant, represent and warrant that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignors' knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignors are unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and are unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignors' knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignors own the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignors pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignors, in each case except: for (A) rights granted by Assignors pursuant to the applicable licenses as listed on Schedule C, (B) Liens listed on Exhibit I hereto, (C) Liens and encumbrances in favor of Assignee pursuant to this Assignment or the other Loan Documents; and (D) liens and encumbrances otherwise permitted by or under the Loan Agreement, (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignors have any right, title or interest; (vii) Assignors have the unqualified right to enter into this Assignment and perform its terms (viii) Assignors will continue to use proper statutory notice in connection with their use of the Patents, Marks and Copyrights; and (ix) Assignors will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by Assignors or either of them.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated, Assignors shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignors shall give to Assignee prompt written notice thereof. Assignors hereby authorize Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignors or rights of Assignee hereunder.

6. **Royalties; Terms; Assignee's Use.** Following the occurrence of an Event of Default, Assignors hereby agree that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignors such smaller geographic location as may be specified for such Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignors. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) indefeasible and irrevocable satisfaction in full of

the Obligations and termination of the Loan Agreement. Until an Event of Default, Assignee may use all Patents, marks, Copyright and Licenses in the ordinary course of its business.

7. **Assignee's Right to Inspect.** Assignee shall have the right, at any reasonable time during normal business hours after reasonable notice and from time to time, to examine Assignors' books, records and operations, including, without limitation, Assignors' quality control processes. Such inspectors shall not unreasonably or materially interfere with Assignors' use of the Patents, Marks, Copyrights or Licenses or the operation of Assignors' business.

8. **Termination of Security Interest.** This Assignment is made for collateral purposes only. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, Assignee's security interest in the Patents, Marks, Copyrights and Licenses shall automatically terminate. Upon indefeasible and irrevocable satisfaction in full of the Obligations and termination of the Loan Agreement, Assignee shall, at Assignors' expense, promptly execute and deliver to Assignors all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignors all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

9. **Duties of Assignors.** Assignors shall have the duty, at their expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, and (ii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights.

10. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own effort to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignors shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignors shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of its rights under this Section 10.

11. **No Waiver.** No course of dealing between Assignors and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

13. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Assignors shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all agreements and documents (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trade Mark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may reasonably request, to evidence, Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

15. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby constitutes and appoints Assignee such Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time following the occurrence and during the continuance of an Event of Default, to (i) endorse such Assignor's names on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee reasonably deems to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignors hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been indefeasibly and irrevocably satisfied in full and the Loan Agreement shall have been terminated. Assignors acknowledge and agree that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Assignor hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

16. **Binding Effect; Benefits.** This Assignment shall be binding upon each Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

17. **Acknowledgments and Waiver.** ASSIGNORS ACKNOWLEDGE AND AGREE THAT THE TRANSACTIONS DESCRIBED HEREIN ARE COMMERCIAL TRANSACTIONS AND WAIVE THEIR RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE ASSIGNEE MAY DESIRE TO USE, AND FURTHER WAIVE DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF ANY OF THE LOANS. NOTWITHSTANDING THE FOREGOING, ASSIGNORS DO NOT WAIVE ANY NOTICE TO WHICH THEY ARE SPECIFICALLY ENTITLED UNDER THIS ASSIGNMENT.

ASSIGNORS HEREBY WAIVE TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION, OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS ASSIGNMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF THE ASSIGNEE'S RIGHTS AND REMEDIES. ASSIGNORS ACKNOWLEDGE THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS WITH LEGAL COUNSEL OF THEIR CHOICE.

18. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal law of the State of Connecticut without giving effect to any conflict or choice of laws rules or provisions.

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IN WITNESS WHEREOF, the undersigned have caused this Collateral Assignment of Patents, Trademarks, Copyrights and Licenses to be duly executed and delivered as of the date first above written.

Witnessed by:

Kevin J. Jean
Name:

John J. Galt
Name:

COOPER INSTRUMENT CORPORATION

By: Carol P. Wallace
Carol P. Wallace
President and Chief Executive Officer
(Duly Authorized)

ATKINS TECHNOLOGIES, INC.

By: Carol P. Wallace
Carol P. Wallace
President and Chief Executive Officer
(Duly Authorized)

Kevin J. Jean
Name:
John J. Galt
Name:

ACKNOWLEDGMENT OF ASSIGNEE

Assignee hereby acknowledges the foregoing Assignment and agrees to be bound by its terms.

PEOPLE'S BANK

By: Anthony J. Ciavarella
Name: Anthony J. Ciavarella
Title: Vice President

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF PATENTS, ETC.

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Country	Inventor	Application or Filing Date	Serial or Patent Number	Title
U.S.	Jack J. Kennamer	10/12/1999	60/158,785	Inventory and Temperature Tracking System
U.S.	Jack J. Kennamer	01/24/2000	60/178,056	Inventory and Temperature Tracking System
U.S.	Jack J. Kennamer	05/18/2000	09/573,764	Monitoring and Tracking System and Method
U.S.	Jack J. Kennamer	09/29/2000	09/676,850	Monitoring and Tracking System and Method

SCHEDULE B

TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

Country	Mark	Application No.	Filing Date	Registration No.	Registration Date
U.S.	Design Only	76/208,783	02/12/2001	2,517,208	12/11/2001
U.S.	TEMP TRAK	75/829,595	10/22/1999	2,474,620	07/31/2001

SCHEDULE C

LICENSES

1. Exclusive license from Syracuse University for United States Patent Application Serial No. 09/316,651, filed May 21, 1999.

EXHIBIT 1

LIENS

Connecticut Development Authority

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