

05-26-2004

5/26/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



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

Tab settings

102708305

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

1. Name of conveying party(ies):

Instron Corporation

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other State-Massachusetts

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
[X] Corporation-State
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

3. Nature of conveyance:

- Assignment Merger
[X] Security Agreement Change of Name
Other

Execution Date: 5/24/2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 78327920

Additional number(s) attached Yes No

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

Name: Eduardo Waite
King & Spalding LLP

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41) \$ 435.00

- [X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Eduardo Waite

Signature

05-24-04

Name of Person Signing

Signature

Date

05/27/2004 LMUELLER 00000008 78327920

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

01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
275.00 OP
120.00 OP

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

TRADEMARK
REEL: 002858 FRAME: 0759

**SCHEDULE I  
TRADEMARK SECURITY AGREEMENT**

Instron Corporation is the owner of the following trademarks:

| <b>TRADEMARK</b> | <b>COUNTRY</b> | <b>REGISTRATION<br/>NUMBER</b> |
|------------------|----------------|--------------------------------|
| Bluehill         | US             | serial# 78327920               |
| BRALE            | US             | 646483                         |
| Dynatup          | US             | 962013                         |
| Instron          | US             | 651726                         |
| Instron & Device | US             | 652070                         |
| Instron & Device | US             | 885013                         |
| Device           | US             | 76/486727                      |
| Instron          | US             | 76/486728                      |
| ROCKWELL         | US             | 646484                         |
| Shore            | US             | 2180421                        |
| WILSON*          | US             | 942751                         |
| WILSON*          | US             | 944315                         |
|                  |                |                                |

\*transfer of ownership from Wilson Instruments pending

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2004 (this "Trademark Security Agreement"), by and among INSTRON CORPORATION, a Massachusetts corporation ("Instron"), INSTRON STRUCTURAL TESTING SYSTEMS CORP. ("ISTS"), INSTRON JAPAN COMPANY, LTD. ("IJC"), INSTRON ASIA LIMITED ("IAL" and together with ISTS and IJC, each referred to herein individually as a "Subsidiary" and collectively as "Subsidiaries", and the Subsidiaries together with Instron, each referred to herein individually as a "Grantor" and collectively as "Grantors") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "Agent") for itself and Lenders from time to time party to the Credit Agreement as defined below ("Lenders").

**WHEREAS:**

- (A) Pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantors, the other persons designated as "Credit Parties" on the signature pages thereto, the Lenders party thereto, the Agent and National City Bank, Lenders have agreed to make certain credit facilities available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantors and Agent; and
- (D) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

**1. DEFINED TERMS**

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

**2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

To secure the payment of the Obligations (all such Obligations, the "Secured Obligations"), each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its United States federally registered Trademarks and Trademark Licenses to which such Grantor is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations, extensions or renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each United States federally registered Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

**3. SECURITY AGREEMENT**

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**4. TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSTRON CORPORATION**

By: Steven L. Martindale  
 Name: Steven L. Martindale  
 Title: Senior Vice President, Chief Financial Officer and Treasurer

**INSTRON STRUCTURAL TESTING SYSTEMS CORP.**

By: Steven L. Martindale  
 Name: Steven L. Martindale  
 Title: Vice President and Treasurer

**INSTRON JAPAN COMPANY, LTD.**

By: Steven L. Martindale  
 Name: Steven L. Martindale  
 Title: Vice President and Treasurer

**INSTRON ASIA LIMITED**

By: Steven L. Martindale  
 Name: Steven L. Martindale  
 Title: Vice President and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

John M. Steidle  
 Its Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INSTRON CORPORATION**

By: \_\_\_\_\_  
Name: Steven L. Martindale  
Title: Senior Vice President, Chief Financial  
Officer and Treasurer

**INSTRON STRUCTURAL TESTING SYSTEMS  
CORP.**

By: \_\_\_\_\_  
Name: Steven L. Martindale  
Title: Vice President and Treasurer

**INSTRON JAPAN COMPANY, LTD.**

By: \_\_\_\_\_  
Name: Steven L. Martindale  
Title: Vice President and Treasurer

**INSTRON ASIA LIMITED**

By: \_\_\_\_\_  
Name: Steven L. Martindale  
Title: Vice President and Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

  
John M. Steidle

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

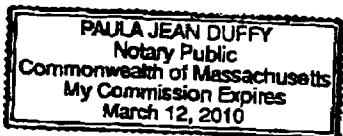
) ss.

COUNTY OF NORFOLK )

On this 24<sup>th</sup> day of May, 2004 before me personally appeared STEVEN L MARTINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON CORPORATION, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Paula Jean Duffy*

Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

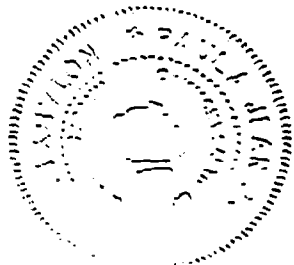
) ss.

COUNTY OF NORFOLK )

On this 24<sup>th</sup> day of MAY, 2004 before me personally appeared STEVEN L MARINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON STRUCTURAL TESTING SYSTEMS CORP., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Paula Jean Duffy*  
Notary Public

PAULA JEAN DUFFY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 12, 2010





ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

) ss.

COUNTY OF NORFOLK )

On this 20 day of May, 2004 before me personally appeared STEWEN L MARTINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON ASIA LIMITED, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Paula Jean Duffy*

Notary Public

PAULA JEAN DUFFY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 12, 2010



ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

) ss.

COUNTY OF NORFOLK )

On this 24<sup>th</sup> day of May, 2004 before me personally appeared SEVEN L MARTINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON JAPAN COMPANY, LTD., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

*Paula Jean Duffy*

Notary Public

PALA JEAN DUFFY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 12, 2010

