

02-26-2004

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Form PTO-1594

(Rev. 10/02)

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TRADEMARKS ONLYU.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):

Metrix Instrument Co., L.P.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ 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: February 6, 2004

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal

Address: _____

Street Address: 1111 Fannin Street, 10th FL

City: Houston State: TX Zip: 77002

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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)

[See attached list.]

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Alston & Bird LLP

Internal Address: Jay E. Sloman

Street Address: 1201 West Peachtree Street

City: Atlanta State: GA Zip: 30309

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41).....\$ 265.00

- ☒ 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.

Jay E. Sloman

Name of Person Signing

Signature

Feb. 17, 2004

Date

02/25/2004 DRYNE 00000076 76357700

Total number of pages including cover sheet, attachments, and document: 5

01 FC:8521
02 FC:852240.00 UP
225.00 OP

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

TRADEMARK
 REEL: 002918 FRAME: 0762

TRADEMARKS

IPT	US 76/357,700	11-Jan-2002
IPTr	US 78/139,810	28-Jun-2002
AMORCONN	US 78/155,379	19-Aug-2002
PROXMATCH	US 78/150,059	1-Aug-2002
MACHINESCAN	US 76/430,369	15-Jul-2002
PROBESEAL	US 78/155,388	19-Aug-2002
MACHINEXAM	US 76/430,368	15-Jul-2002
MACHINECHECK	US 76/430,367	15-Jan-2002
VERNIGAP	US 78/155,392	19-Aug-2002
VIBRA-CHECK	US 76/430,370	15-Jul-2002

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST, dated as of February 6, 2004 is executed by Metrix Instrument Co., L.P., a Delaware limited partnership ("Debtor"), in favor of JPMorgan Chase Bank, as Administrative Agent ("Secured Party").

A. Pursuant to a Credit Agreement dated as of December 29, 2003 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") among Roper Industries, Inc. (the "Parent") and certain subsidiaries of the Parent (together with the Parent, the "Borrowers"), the Lenders, the Syndication Agent, the Documentation Agent and the Administrative Agent, each Lender has agreed to extend certain credit facilities to the Borrowers upon the terms and subject to the conditions set forth in the Credit Agreement. Unless otherwise defined herein, capitalized terms are used herein as defined in the Credit Agreement. Debtor has granted a security interest to Secured Party in certain assets of Debtor to secure Debtor's obligations under the Loan Documents pursuant to a Guarantee and Collateral Agreement dated as of December 29, 2003 between the Borrowers and Secured Party (as amended, modified or supplemented, the "Agreement").

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule completeness or accuracy.

F. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications and registrations thereof, including any and all causes of action which may exist by reason of infringement thereof (collectively, the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

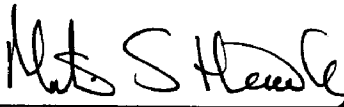
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

Secured Party's address is:

JPMorgan Chase Bank
1111 Fannin Street, 10th Floor
Houston, Texas 77002
Attention: Linda Escamilla

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

Metrix Instrument Co., L.P.

By: 

Name: Martin Headley

Title: Vice President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

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