

2/24/04

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ▼

02-26-2004



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

To the Honorable Commissioner of

102678170

ed original documents or copy thereof.

1. Name of conveying party(ies):

Struers, Inc.

- ☐ 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: Texas 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: 35

7. Total fee (37 CFR 3.41).....\$ 890.00

- ☒ 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

02/25/2004 DBYRNE 00000077 75776261

Signature

Feb. 17, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

01 FC:8521
02 FC:8522

40.00 MP
850.00 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: 0957

U.S. TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date
ABRAMIN	75-776261	8/16/1999
ABRAPLAN	75-776134	8/16/1999
ABRAPOL	75-801969	9/20/1999
ACCUTOM	75-776260	8/16/1999
DIAPLUS	75-802543	9/20/1999
DISCOTOM	75-776148	8/16/1999
DP DUR	75-801974	9/20/1999
DP MOL	75-801971	9/20/1999
DP NAP	75-801905	9/20/1999
DP PLAN	75-801904	9/20/1999
DP SUSPENSION, P	76-012618	3/29/2000
EPOVAC	75-813432	10/4/1999
EXOTOM	75-776263	8/16/1999
LABOFORCE	76-021231	4/10/2000
LABOPOL	75-801903	9/20/1999
LABOPRESS	75-814727	10/4/1999
LABOTOM	75-813835	10/4/1999
MAPS	76-021290	4/10/2000
MD DAC	75-801902	9/20/1999
MD NAP	75-802834	9/20/1999
MD PLAN	78-078932	
MINITOM	75-814126	10/4/1999
MOVIPOL	75-766144	8/16/1999
MULTIDOSER	75-813433	4/24/2001
OP-S	75-801901	9/20/1999
PDM-FORCE	76-021232	4/10/2000
PREPAMATIC	75-776133	8/16/1999
PRONTOPRESS	75-813836	10/4/1999
ROTOCOM	75-814733	10/4/1999
ROTOFORCE	75-813831	10/4/1999
ROTOPOL	75-813832	10/4/1999
STRUERS logo	75-541009	8/21/1998
TRANSPOL	75-813830	10/4/1999
UNIFORCE	75-814732	10/4/1999
UNITOM	75-814198	10/4/1999

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST, dated as of February 6, 2004 is executed by Struers Inc., Delaware corporation ("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.

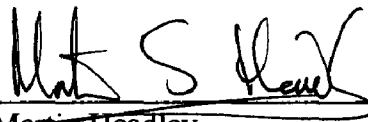
Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement.

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.

Struers Inc.

By: 

Name: Martin Headley

Title: Vice President

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

U.S. TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date
ABRAMIN	75-776261	8/16/1999
ABRAPLAN	75-776134	8/16/1999
ABRAPOL	75-801969	9/20/1999
ACCUTOM	75-776260	8/16/1999
DIAPLUS	75-802543	9/20/1999
DISCOTOM	75-776148	8/16/1999
DP DUR	75-801974	9/20/1999
DP MOL	75-801971	9/20/1999
DP NAP	75-801905	9/20/1999
DP PLAN	75-801904	9/20/1999
DP SUSPENSION, P	76-012618	3/29/2000
EPOVAC	75-813432	10/4/1999
EXOTOM	75-776263	8/16/1999
LABOFORCE	76-021231	4/10/2000
LABOPOL	75-801903	9/20/1999
LABOPRESS	75-814727	10/4/1999
LABOTOM	75-813835	10/4/1999
MAPS	76-021290	4/10/2000
MD DAC	75-801902	9/20/1999
MD NAP	75-802834	9/20/1999
MD PLAN	78-078932	
MINITOM	75-814126	10/4/1999
MOVIPOL	75-766144	8/16/1999
MULTIDOSER	75-813433	4/24/2001
OP-S	75-801901	9/20/1999
PDM-FORCE	76-021232	4/10/2000
PREPAMATIC	75-776133	8/16/1999
PRONTOPRESS	75-813836	10/4/1999
ROTOCOM	75-814733	10/4/1999
ROTOFORCE	75-813831	10/4/1999
ROTOPOL	75-813832	10/4/1999
STRUERS logo	75-541009	8/21/1998
TRANSPOL	75-813830	10/4/1999
UNIFORCE	75-814732	10/4/1999
UNITOM	75-814198	10/4/1999

COMMON LAW TRADEMARKS

Mark	Serial/ Registration Number	Filing/ Registration Date
ABOTOM		
ACRYFIX		
AP-A SUSPENSION & POWDER		
AP-D SUSPENSION & POWDER		
CONDUFAST		
DISCOPLAN		
DP DAC		
DP LUBRICANT		
DP NET		
DP PAN		
DP PLUS		
DP SPRAY		
DP STICK		
DP SUSPENSION, A		
DURAMIN		
DUROFAST		
EPOFIX CITOFIX		
ISOFAST		
LECTROPOL		
MD ALLEGRO		
MD CHEM		
MD CONCERT		
MD CONCERTINO		
MD DISC		
MD DUR		
MD FORTE		
MD FUGA		
MD LARGO		
MD MOL		
MD PIANO		
MD PLUS		
MD PRIMO		
MD RONDO		
MD SYSTEM		
METALOG GUIDE		
METALOG METHODS		
METALOGRAM		
MULTIFAST		
OP CHEM		
OP FELT		
OP NAP		
OP-A		
OP-AA		

Mark	Serial/ Registration Number	Filing/ Registration Date
OP-AN		
OP-U		
POLYFAST		
PRE MOUNT		
PSM-2		
SERIFIX		
SPECIFAST		
SPECIFIX		
TENUPOL		
TRANSCOPY		
TRIOFIX		
TRIPLUS		