

4/5/04

04-09-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECC TF



102717873

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): APV Sytems Limited

- Individual(s) Association General Partnership Limited Partnership Corporation-State England & Wales corporation Other

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

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG, London Internal Address: Winchester House Attn: Sean Malone Street Address: 1 Great Winchester Street City: London State: UK Zip: EC2 2 EQ

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Germany 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 Security Agreement Change of Name Other

Execution Date: April 1, 2004

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

A. Trademark Application No.(s) none

B. Trademark Registration No.(s) See Attached Schedule A

Additional number(s) attached Yes No

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

Name: Adam M. Grandy, Legal Assistant Internal Address: c/o Palmer & Dodge LLP Street Address: 111 Huntington Avenue at Prudential Center City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 16/0085

OPR/FINANCE APR - 5 AM 7:00

DO NOT USE THIS SPACE

9. Signature.

Adam M. Grandy Name of Person Signing

Signature

April 2, 2004 Date

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

04/08/2004 BYRME 00000015 1005792

01 FC:8521 02 FC:8522

40.00 OP 25.00 OP

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

APV SYSTEMS LIMITED

SCHEDULE A

4.A. Trademark Application Numbers:

None

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
APV & Device	1885792/73-741055	20 July 1988
MICROFILM	2369991/75-543791	26 August 1998

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) APV Systems Limited (the **Grantor**), an England & Wales corporation whose principal place of business is located at Invensys House, Carlisle Place, London SW1P 1BX, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the UK Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **UK Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the UK Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the UK Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the UK Security Agreement).
- (C) The parties to the UK Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the UK Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the UK Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the UK Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the **Trademark Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the UK Security Agreement) now or hereafter existing under or in respect of the UK Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.
4. This Trademark Security Agreement has been entered into in connection with the UK Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the UK Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

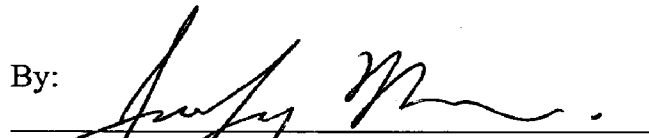
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

Grantor

APV SYSTEMS LIMITED

By:


Name: Jules Jay Morris
Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

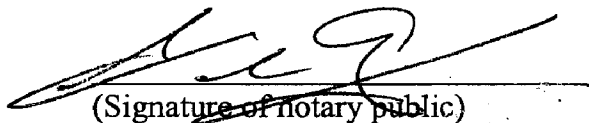
By:

Name:
Title:

Commonwealth of Massachusetts

County of Suffolk

On this 1st day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of APV Systems Limited, with authority to do so.



(Signature of notary public)

My commission expires: 4/1/2008

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the ___ day of April, 2004.

Grantor:

APV SYSTEMS LIMITED

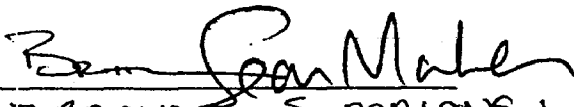
By:

Name: Jules Jay Morris
Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:



Name: D. BROCK S. MALONE
Title: authorized signatories

SCHEDULE A

APV SYSTEMS LTD

Trademark	Registration Number/Application Number	Filing Date	Registration Date
APV & Device	1885792/73-741055	20 July 1988	28 March, 1995
MICROFILM	2369991/75-543791	26 August 1998	25 July, 2000

PALMER & DODGE LLP

111 HUNTINGTON AVENUE AT PRUDENTIAL CENTER
BOSTON, MA 02199-7613

ADAM M. GRANDY
617.239.0632
agrandy@palmerdodge.com

April 5, 2004

Via Overnight Mail

Commissioner of Patents & Trademarks
United States Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

Re: APV Systems Limited

Dear Sir/Madam:

I have enclosed for recording a Trademark Security Agreement between APV Systems Limited and Deutsche Bank AG, London.

A cover sheet as required under 37 C.F.R. §3.31 and a check to cover the recording fee is enclosed. If the fee is insufficient, the balance may be charged to the deposit account of the undersigned, Deposit Account No. 16/0085.

Also, enclosed is an extra copy of the recordation form cover sheet. Please stamp it as received and return it to my attention in the prep-paid envelope. Please feel free to contact me with any questions or comments.

Regards,



Adam M. Grandy
Legal Assistant

Enclosures

cc: Matthew V.P. McTygue, Esq.

PALMER & DODGE LLP

111 HUNTINGTON AVENUE AT PRUDENTIAL CENTER
BOSTON, MA 02199-7613

ADAM M. GRANDY
617.239.0632
agrandy@palmerdodge.com

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Regards,



Adam M. Grandy
Legal Assistant

Enclosures

cc: Matthew V.P. McTygue, Esq.

MAIN 617.239.0100 FAX 617.227.4420 www.palmerdodge.com

RECORDED: 04/05/2004

TRADEMARK
REEL: 002945 FRAME: 0434