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Form PTO-1594 (Rev. 10/02) CMB No. 0651-0027 (exp. 6/30/2006) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		REGISTRATION FORM COVER SHEET TRADEMARKS ONLY		U.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): Memry Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other Connecticut			2. Name and address of receiving party(ies) Name: Webster Business Credit Corporation Internal Address: Street Address: One State Street City: New York State: NY Zip: 10004 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State New York <input type="checkbox"/> Other		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other			4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached B. Trademark Registration No.(s) See Attached Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Nicole Pappa Internal Address: Bingham McCutchen LLP Street Address: One State Street City: Hatford State: CT Zip: 06103			6. Total number of applications and registrations involved: 11		
7. Total fee (37 CFR 3.41): \$ 260.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account			B. Deposit account number:		
DO NOT USE THIS SPACE					
9. Signature. Nicole Pappa Name of Person Signing			 Signature		
			11/24/2004 Date		
Total number of pages including cover sheet, attachments, and document: 7					

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

OP \$266.00 76321266

Attachment to Trademark Recordation Cover Sheet**4. A Trademark Application Numbers**

76/321255
78/253048
78/253054

4. B Trademark Registration Numbers

1,670,156
1,648,776
1,494,037
2,122,691
2,858,156
4,076,912
2,814,515
2,753,998

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 9, 2004, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("WBCC"), individually, as lender under the Credit Agreement (defined below) and as agent for itself and each other Lender Party (as defined in the Credit Agreement) (WBCC, acting in both such capacities, herein called the "Lender"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

WITNESSETH:

RECITALS.

A. The Company owns and uses certain Trademarks (as hereinafter defined) which are registered in, or for which applications for registration have been filed in, the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement; and

C. Pursuant to the Credit Agreement, the Company has granted a security interest to the Lender, for the Company's benefit and the ratable benefit of the Lender, in the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights and wherever located, and all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender for Company's benefit and the ratable benefit of the Lender, in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; provided, however, that the Company shall not be deemed to have granted a security interest in any Property where (1) the Company does not possess the right to grant a security interest in the Property; or (2) the granting of a security interest in the Property would cause the Company to be in breach of its obligations to a third party; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

The Company agrees not to sell or assign its interest in the Property and to license the Property only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property. Nothing contained herein shall be interpreted or construed to prevent any licensing of the Trademarks as permitted by the Credit Agreement.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

5. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark (including any Trademark application), the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Credit Agreement with respect to such new Trademark. The Company authorizes

the Lender to modify this Agreement by amending Schedule I to include any future Trademarks (and Trademark applications) covered by Section 2 or by this Section 5.

6. The Company further agrees that (a) neither the Lender nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement, (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender or any Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender and the Lender for all expenses, including attorneys' fees, incurred by the Lender and the Lender in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Schedule of Trademarks

(*) = Lien of record for Connecticut Innovations Incorporated)

Current:

CC Docket	PSC Docket	Serial No.	Filing Date	Trademark	Reg. No.	Reg. Date	Note	Comments
	T03	74/012224	12/18/1989	FLOW GARD and design	1,670,156	12/31/1991	Anti-scald safety valve	Renewed 12/20/01, in force till 12/20/2011 (*)
MEM-0082-T	T04	74/011955	12/18/1989	SHOWER GARD and design	1,648,776	6/25/1991	Anti-scald safety valve	Renewed 6/20/01, in force till 6/20/11 (*)
MEM-0083-T	T07	73/690661	10/19/1987	MEMRYSAFE	1,494,037	6/28/1988	Anti-scald safety valve	Sec 8 & 15 filed, renewable 6/28/08 (*)
MEM-0084-T	T12	74/732305	9/21/1995	ULTRAVALVE	2,122,691	12/23/1997	Assigned to Automation Electronics, Inc. on June 30, 1998	
MEM-0080T								
MEM-0095-T	T16 JP	78/290188	8/21/2003	FIRECHECK	2,858,156	6/26/2004	Fire safety valve	registered
		08-039739		ZEMET	4,076,912	10/31/1997	SME alloy for sporting goods	Japanese registration
MEM-0100-T	T18	76/377370	3/1/2002	M MEMORY and design	2,814,515	2/17/2004	New Memory Logo	registered
MEM-0076T	T20	76/321255	10/4/2001	MEMRY FLEX			Beta Ti Eyeglass Frames	pending
MEM-0078T	T21	76/321445	10/4/2001	Smart People... Smart Metals	2,753,998	8/19/2003	Service mark	registered
MEM-0077T	T25	78/253048	5/22/2003	SIGNAL FLEX			NiTi antenna	allowed
MEM-0085T	T28	78/253054	5/22/2003	FLEXIUM			Beta Ti Biomaterial	allowed

TRADEMARK

REEL: 002987 FRAME: 0798

RECORDED: 11/29/2004