

6-11-04

06-16-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FOR

OFFICE OF PATENT RECORDS
TRADEMARK

102767461

DEPT. OF COMMERCE
and Trademark Office

Tab settings ⇨ ⇨ ⇨

2004 JUN 11 AM 10:22

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

1. Name of conveying party(ies):

IST Acquisitions, Inc., Imaging and Sensing Technology Corporation, IST Conax Nuclear, Inc., I.S. Technology de Puerto Rico, Inc., IST Instruments, Inc., Imaging and Sensing Technology International Corp., Quadtek, 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: May 24, 2004

2. Name and address of receiving party(ies):

Name:

American Capital Financial Services, Inc. as Agent

Internal

Address: _____

Street Address: 2 Bethesda Metro Center, 14th FloorCity: Bethesda State: Maryland Zip: 20814☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State Delaware☐ 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) 73/614955, 73/790584, 75/315425, 74/177905, 75/727142, 75/727140, 75/727141, 75/887158, 75/126720, 73/811484, 73/644622, 76/081646, 75/126718, 73/167172

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: Michelle LangilleInternal Address: Weil, Gotshal & Manges, LLPStreet Address: 767 5th AvenueCity: New York State: NY Zip: 101536. Total number of applications and registrations involved: 147. Total fee (37 CFR 3.41): \$ 365.00☐ Enclosed☒ Authorized to be charged to deposit account8. Deposit account number: 23-0800

(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.*Phyllis Eremitaggio

Name of Person Signing

Signature

June 11, 2004

Date

6/15/2004 DBYRNE 00000156 230800 73614955 total number of pages including cover sheet, attachments, and document: 1401 FC:8521 40.00 DA
02 FC:8522 325.00 DA

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2004, by IST ACQUISITIONS, INC. ("Parent"), IMAGING AND SENSING TECHNOLOGY CORPORATION ("IST") and certain of the SUBSIDIARIES OF IST (the "Subsidiaries" and together with Parent, IST and the Subsidiaries, each, a "Grantor," and collectively, the "Grantors"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., as agent for the Purchasers (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") among the Grantors, the Secured Party and the Purchasers, the Grantors have issued to the Purchasers (i) Revolving Notes dated of even date herewith in the aggregate principal amount of \$5,250,000 (the "Revolving Notes"), (ii) Senior Term A Notes dated of even date herewith in the aggregate principal amount of \$15,000,000 (the "Senior Term A Notes"), (iii) Senior Term B Notes dated of even date herewith in the aggregate principal amount of \$7,500,000 (the "Senior Term B Notes"), (iv) Senior Subordinated Notes dated of even date herewith in the aggregate principal amount of \$7,500,000 (the "Senior Subordinated Notes") and (v) Junior Secured Subordinated Notes dated as of even date herewith in the aggregate principal amount of \$1,250,000 (the "Junior Subordinated Notes" and, together with the Revolving Notes, Senior Term A Notes, Senior Term B Notes and Senior Subordinated Notes, the "Notes"); and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Secured Party (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Secured Party to enter into the Purchase Agreement and to induce the Purchasers to purchase the Secured Notes thereunder, each Grantor hereby agrees with the Secured Party as follows:

SECTION 1. **Certain Definitions.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the

United States, Canada, any state, any province or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby sells, conveys, pledges and grants a continuing and unconditional security interest to the Secured Party, its successors and permitted assigns, a continuing first priority Lien on and security interest in, all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired solely to the extent constituting Collateral of Grantors (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;

(b) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark License, or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks or Trademark Licenses

SECTION 4. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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.

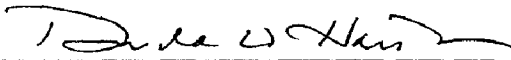
SECTION 5. Termination of Security Interest in Trademark Collateral. Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantors, to the Grantors, against receipt therefor, all of the Secured Party's rights and interests in the Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms of the Security Agreement and not theretofore reassigned, redelivered and released to the Grantors, together with appropriate instruments of reassignment and/or release.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

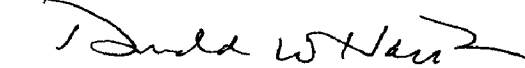
[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

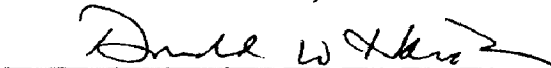
IST ACQUISITIONS, INC.

By: 
Name:
Title:

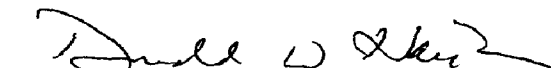
**IMAGING AND SENSING
TECHNOLOGY CORPORATION**

By: 
Name:
Title:

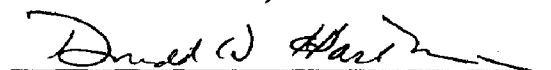
IST CONAX NUCLEAR, INC.

By: 
Name:
Title:


**I.S. TECHNOLOGY de PUERTO RICO,
INC.**

By: 
Name:
Title:

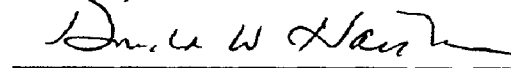
IST INSTRUMENTS, INC.

By: 
Name:
Title:

**IMAGING AND SENSING
TECHNOLOGY INTERNATIONAL
CORP.**

By: 
Name:
Title:

QUADTEK, INC.

By: 
Name:
Title:

Accepted and Agreed:

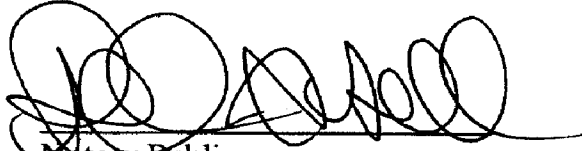
AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as Secured Party

By: Robert Klein
Name: Robert Klein
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 24th day of May, 2004 before me personally appeared Ronald W. Hartman proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IST ACQUISITIONS, INC. who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

PETER A. SCHELL
Notary Public, State of New York
No 31-4959955
Qualified in New York County
Commission Expires Dec 18, 2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 24th day of May, 2004 before me personally appeared Donald W. Hartman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IMAGING AND SENSING TECHNOLOGY CORPORATION, who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.


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ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 24th day of May, 2004 before me personally appeared Donald W. Hartmann, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IST CONAX NUCLEAR, INC., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

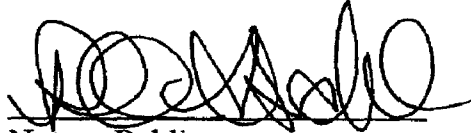

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Commission Expires Dec. 18, 2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.
COUNTY OF New York)

On this 24th day of May, 2004 before me personally appeared Donald W. Hartman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of I.S. TECHNOLOGY DE PUERTO RICO, INC., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

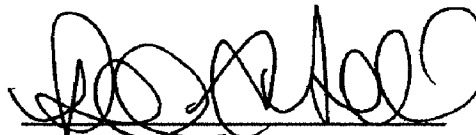

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Commission Expires Dec. 18, 2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

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Commission Expires Dec 18, 2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 24th day of May, 2004 before me personally appeared Donald W. Hartman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IMAGING AND SENSING TECHNOLOGY INTERNATIONAL CORP., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.

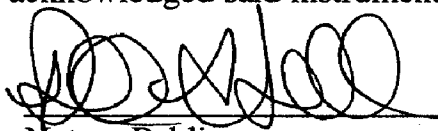

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Qualified in New York County
Commission Expires Dec. 18, 2005

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss.

On this 24th day of May, 2004 before me personally appeared Ronald W. Hartman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of QUADTEK, INC., who being by me duly sworn did depose and say that he 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 acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

PETER A SCHELL
Notary Public, State of New York
No 31-4959955
Qualified in New York County
Commission Expires Dec. 18, 2005

SCHEDULE I

SCHEDULE OF TRADEMARKS

Imaging & Sensing Technology Corporation
Trademark Status Report – U.S.
April 26, 2004


Trademark	Goods/Wares	Application No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Status
BEDBUG	infrared imaging apparatus	73/614,955	8/15/86	1,434,570	3/31/87	Renewal due: 3/31/07	Registered.
CB Design 	electro-optical sensors and controllers and conductors for use with the same, electrical conductors, penetrations and feedthrough modules for passing an electrical conductor through a wall, thermocouples and temperature sensors for converting temperature into an electrical signal, and electrically-operable valves and releases	73/790,584	4/3/89	1,569,447	12/5/89	Renewal due: 12/5/09	Registered.
IST - REES	visual imaging systems, comprising cameras, for use and inspection of hazardous environments, such as those contaminated by radiation and temperature	75/315,425	6/26/97	2,180,464	8/11/98	Sections 8&15 Declaration due: 8/11/04	Registered.
IST & Design 	cathode ray tubes; namely, mechanical feed through modules for penetrations for passing electrical conductors through a wall; television cameras; and light sources; namely, hollow cathode lamps for analytical equipment	74/177,905	6/20/91	1,706,388	8/11/92	Renewal due: 8/11/12	Registered.
IST CONAX NUCLEAR	sensor and control components for nuclear reactors, namely, electrical penetrations assemblies and feedthrough modules for passing a conductor through a containment wall, adapter modules, electrical conductor seal assemblies, nuclear electrical service connectors, and special purpose valves for controlling flows of fluid with respect to nuclear reactors	75/727,142	6/10/99	2,399,578	10/31/00	Sections 8&15 Declaration due: 10/31/06	Registered.


R575911.1

Trademark	Goods/Wares	Application No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Status
IST CRT SCIENTIFIC	cathode ray tube	75/727,140	6/10/99	2,405,603	11/21/00	Sections 8&15 Declaration due: 11/21/06	Registered.
IST-QUADTEK	high-temperature imaging equipment, namely image processors and imaging pyrometers, for industrial, mining, petrochemical, pulp and paper, cement and glass industries	75/727,141	6/10/99	2,399,577	10/31/00	Sections 8&15 Declaration due: 10/31/06	Registered.
KNOW YOUR AIR	detectors and monitors namely gas detectors, smoke detectors, carbon dioxide gas monitors, carbon monoxide gas monitors, combustible and toxic gas sensors, and oxygen sensors for residential, industrial and commercial use	75/887,158	1/6/00	2,629,784	10/8/02	Sections 8&15 Declaration due: 10/8/08	Registered.
LYNX	electronic monitoring equipment, namely, high temperature video cameras, imaging processors and monitors for use in monitoring industrial process conditions	75/126,720	6/28/96	2,069,656	6/10/97	Renewal due: 6/10/07	Registered.
PARTICULATOR	particle video imager and counter	73/811,484	7/10/89	1,582,384	2/13/90	Renewal due: 2/13/10	Registered.
QUADTEK	industrial closed circuit imaging units for monitoring of hot industrial processes	73/644,622	2/13/87	1,501,969	8/30/88	Renewal due: 8/30/08	Registered.
SENSORLYNX	industrial safety instruments for measuring various environmental parameters, namely, heat stress (web bulb globe temperature/WBGT index), indoor air and confined space air quality (the presence of carbon monoxide, carbon dioxide and other hazardous gases), relative humidity, and ambient air temperature, all for human health and safety purposes	76/081,646	6/29/00	2,627,286	10/1/02	Sections 8&15 Declaration due: 10/1/08	Registered.

★ Transferred to Aerion Technologies, Inc. pursuant to April 30, 2004 asset purchase agreement.

R575911.1

Trademark	Goods/Wares	Application No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Status
SPYROMETER	electronic monitoring equipment, namely, imaging pyrometer for scanning and providing temperature read-outs for high temperature process conditions	75/126,718	6/28/96	2,117,556	12/2/97	Renewal due: due: 12/02/07	Registered.
WIBGET Design 	heat stress monitor	73/167,172	4/20/78	1,129,504	1/22/80	Renewal due: 1/22/10	Registered.

 Transferred to Aerion Technologies, Inc. pursuant to April 30, 2004 asset purchase agreement.

RS75911.1

Imaging & Sensing Technology Corporation
Foreign Trademark Status Report
April 26, 2004

Country	Trademark	Goods/Wares	Application No.	Filing Date	Reg. No.	Reg. Date	Next Renewal	Status
Canada	QUADTEK	infrared imaging systems; and industrial closed circuit imaging units for monitoring of hot industrial processes.	059461700	8/12/87	TMA365166	2/9/90	2/9/05	Registered.
Canada	KNOW YOUR AIR	detectors and monitors namely gas detectors, smoke detectors, carbon dioxide gas monitors, carbon monoxide gas monitors, combustible and toxic gas sensors, and oxygen sensors for residential, industrial and commercial use	1,039,535	12/13/99	TMA550,879	9/17/01	9/17/16	Registered.
France	CONAX BUFFALO	electro-optical sensors and controllers and conductors for use with the same; electrical conductors, penetrations and feedthrough modules for passing an electrical conductor through a wall, thermocouples and temperature sensors for converting temperature into an electrical signal, and electrically-operable valves and releases	188302	2/15/90	1581308	2/14/00	2/14/10	Registered.
Great Britain	CONAX BUFFALO	electrically-triggered explosively-operated valves included in class 7; all being part of machines; but not including any such goods being parts of pumping machines	1460199	4/3/91	1460199	12/11/92	4/3/08	Registered.
Great Britain	CONAX BUFFALO	electro-optical sensors and control devices and conductors for use with same; electrical conductors, penetrations and feedthrough modules for passing an electrical conductor through a wall, thermocouples and temperature sensors for converting temperature into an electrical signal, and electrically-operable valves and release devices	1414697	2/13/90	1414697	8/30/91	12/4/06	Registered.

Transferred to Aerion Technologies, Inc. pursuant to April 30, 2004 asset purchase agreement.

R373911.1