

07-29-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

<div>7/20/04</div> <div>RE 1</div> <div>102801524</div>	
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): <u>Sciencetech, LLC</u> <u>NUS Instruments, LLC</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability companies</u> Citizenship (see guidelines) <u>Delaware</u> Execution Date(s) <u>7-14-04</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Ableco Finance LLC</u> Internal Address: <u>24th Floor</u> Street Address: <u>299 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10171</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship <u>Delaware</u> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)
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) and identification or description of the Trademark. A. Trademark Application No.(s) <u>See attached Schedule A</u> B. Trademark Registration No.(s) <u>See Attached Schedule A</u> Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <u>See attached schedule A</u>	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Martha B. Kelley</u> Internal Address: <u>Suite 2400</u> Street Address: <u>600 Peachtree St. NE</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30308</u> Phone Number: <u>404-815-2400</u> Fax Number: <u>404-815-2424</u> Email Address: <u>martha.kelley@paulhastings.com</u>	6. Total number of applications and registrations involved: <u>18</u> 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>465</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed 8. Payment Information: a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>16-0752</u> Authorized User Name _____
9. Signature: <u>Martha Kelley</u> <u>7-19-04</u> <u>Martha B. Kelley</u> Signature Date Name of Person Signing Total number of pages including cover sheet, attachments, and document: <u>18</u>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/26/2004 MGETACHE 00000001 1330717

01 FC:8521
02 FC:8522

40.00 DP
425.00 DP

TRADEMARK
REEL: 003016 FRAME: 0015

SCHEDULE A
Intellectual Property Collateral

TRADEMARKS

(Highlighted items in this Schedule A relate to NUS Instruments/EGS)

Name	Country	Serial No./ Registration No.	Filing Date/ Registration Date	Expiration Date
BETH	US	1,330,717	4/16/1985	4/16/2005
BETH – Stylized	US	1,333,009	4/30/1985	4/30/2005
NU*DACS	US	1,432,752	3/17/1987	3/17/2007
NUS Instruments	US	2,238,154	6/3/1997	4/13/2009
NUSTAFF	US	1,714,034	8/16/1990	9/8/2012
NUSTAFF Design	US	2,165,838	6/3/1997	6/16/2008
PEPSE	US	1,157,905	4/23/1979	6/23/2011
PMAX	US	1,681,067	6/12/1991	3/31/2012
R*TIME	US	1,431,766	12/20/1985	3/10/2007
RAPID	US	1,754,142	11/15/1990	2/23/2013
Rapidpartsmart	US	76/203,194	1/30/2001	1/30/2011
RCM Workstation	US	1,811,702	2/15/1991	12/14/2013
Science and Technology for a Safer World	US	2,425,265	2/28/2000	1/30/2011
SCIENTECH		2,694,414	3/11/2003	2/11/2013
SCIENTECH Red Swirl Design	US	2,694,413	2/28/2000	3/11/2013
SRVNET	US	2,150,842	4/14/1997	4/14/2008
SRVNET – Design	US	2,178,143	4/14/1997	8/4/2008
Time to Knowledge	US	2,438,726	10/15/1996	3/27/2011

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement") is made as of the 14th day of July, 2004 among **SCIENTECH, LLC**, a Delaware limited liability company ("Scientech"), **NUS INSTRUMENTS, LLC**, a Delaware limited liability company ("NUS"; together with Scientech, collectively, the "Assignors" and each, individually, an "Assignor"), and **ABLECO FINANCE, LLC**, a Delaware limited liability company, as Administrative Agent ("Secured Party"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Financing Agreement (as this term is defined below).

RECITALS

A. Scientech, as borrower (in such capacity, "Borrower"), NUS, as Guarantor, the Lenders party thereto from time to time (the "Lenders") and Secured Party have entered into that certain Financing Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"); pursuant to which Secured Party and the Lenders have agreed to extend credit to Borrower in the maximum amount of \$15,000,000; and

B. Assignors and Secured Party have entered into that certain Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Assignors have secured their respective obligations under the Guaranty; and

C. In order to induce Secured Party and the Lenders to enter into the Financing Agreement and the transactions contemplated thereby, and as a condition thereto, each Assignor is required to execute and deliver this Agreement and pursuant hereto to assign and grant to Secured Party, for the benefit of itself and the Lenders, a security interest in and to all of such Assignor's right, title, and interest in all (i) trademarks, service marks, trade dress, logos, trade names and corporate names and registrations and applications for registration thereof (collectively, "Trademarks"), (ii) patents and patent applications and applications for registration thereof (collectively, "Patents"), (iii) copyrights and copyright registrations and applications for registration thereof (collectively, "Copyrights"), (iv) rights under or interest in any patent, trademark or copyright license agreements with any other party, whether such Assignor is a licensee or licensor under any such license agreement ("collectively, Licenses"), (v) software, source codes, data and documentation, (vi) trade secrets and confidential business information, including formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supply lists and information, (vii) courseware, classroom items and training materials, (viii) other proprietary rights, and (ix) copies and tangible embodiments thereof (in whatever form or medium)

(subclauses (iv) through (ix) above are referred to, collectively, as the "Other Collateral") (the Trademarks, Patents, Copyrights and Other Collateral are referred to, collectively as the "Intellectual Property" and, as assigned, the "Intellectual Property Collateral"). Any such Intellectual Property Collateral is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

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

1. As collateral security for the prompt and punctual payment and performance of the Obligations by Borrower under the Financing Agreement and the other Loan Documents and for the prompt performance by each Assignor of its obligations and undertakings under this Agreement and each other Loan Document to which it is a party (collectively, the "Secured Obligations"), each Assignor hereby grants to Secured Party, for the benefit of itself and the Lenders, a continuing security interest in and Lien on all of the Intellectual Property Collateral, whether now owned or hereafter acquired by such Assignor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party.

Anything contained in this Agreement to the contrary notwithstanding, the term "Intellectual Property Collateral" shall not include (a) any rights or interests in any contract, permit, license, franchise, charter or license agreement (each a "Restriction Agreement") covering personal property that are now or hereafter held by any Assignor; (b) any rights or property to the extent that any valid and enforceable law or regulation applicable thereto prohibits the creation of a security interest therein; or (c) any rights or property that is now or hereafter will be held by an Assignor as a lessee, licensee or debtor under purchase money secured financing, in each case, to the extent that: (i) as a result of the grant of a security interest therein, such Assignor's rights in or with respect to such asset would be forfeited or such Assignor would be deemed to have breached or defaulted under the applicable Restriction Agreement, law or regulation that governs such asset pursuant to restrictions contained in the applicable Restriction Agreement, law or regulation or implied in such Restriction Agreement by applicable law; and (ii) any such restriction is effective and enforceable under applicable law (including, without limitation, Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction); provided, however, that in no event shall the foregoing be construed to exclude from the security interest created by this Agreement: (x) any and all proceeds of such assets unless specifically so provided in such Restriction Agreement, or (y) such assets at any time that the restrictions in the Restriction Agreement are no longer effective and enforceable or at any time that the consent of the other party to the Restriction Agreement is obtained to the grant of a security interest in and to such asset in favor of Secured Party.

2. Each Assignor covenants, warrants and represents that:

(b) Set forth on Schedule A attached hereto is a true and complete list of all of such Assignor's Trademarks, Patents, Copyrights and Licenses.

(c) Such Assignor is the sole and exclusive owner of all of the Intellectual Property Collateral listed beneath its name on Schedule A attached hereto, free and clear of all liens and encumbrances, except for (i) the security interest and assignment created by this Agreement and the other Loan Documents and (ii) Permitted Liens (as defined in the Financing Agreement). Such Assignor will defend the right, title and interest in and to the Intellectual Property Collateral against any and all claims of any third parties.

(d) To such Assignor's knowledge, all of the Intellectual Property Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and such Assignor has not received any claim by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(e) Execution, delivery and performance of this Agreement by such Assignor does not (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral, under any agreement to which such Assignor is a party or by which such Assignor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(f) Such Assignor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture of the products sold under the Trademarks or utilizing any Trademarks, Patents, Copyrights, or Other Assets.

(g) Such Assignor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral, including, without limitation, payment, when due, (except as otherwise permitted in the Financing Agreement), of such fees, taxes, and other expenses that shall be incurred or that shall accrue with respect to any of the Intellectual Property Collateral.

(h) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, such Assignor shall cause this Agreement to be properly recorded, or shall permit Secured Party to record this Agreement with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for these filings, and customary UCC Filings, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by such Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by such Assignor or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(i) All information heretofore, herein or hereafter supplied to Secured Party or the Lenders by or on behalf of such Assignor with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Each Assignor hereby grants to Secured Party and its employees, representatives and agents the right to visit at any time from time to time (unless an Event of Default has occurred and is continuing) during regular business hours, upon reasonable notice, any of such Assignor's facilities that utilize any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto, provided that Secured Party shall not interfere with the daily operations of such Assignor. Each Assignor shall do any and all acts required by Secured Party to ensure such Assignor's compliance with Section 2(e).

4. Each Assignor agrees that, until all of the Secured Obligations have been paid in full (as defined in the Financing Agreement), except as permitted under the Financing Agreement, such Assignor will not sell, assign, transfer, sub-license any of its rights or interests hereunder, or enter into any other agreement that is inconsistent with such Assignor's obligations hereunder, without the prior written consent of Secured Party.

5. If, before the Secured Obligations shall have been paid in full, any Assignor shall obtain rights to any new Trademarks, Patents, Copyrights and Licenses not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto and such Assignor shall give Secured Party prompt written notice thereof.

6. Each Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Trademarks, Patents, Copyrights and Licenses without the necessity of such Assignor's approval of or signature to such amendment, and such Assignor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of each Assignor set forth herein shall be deemed to be restated by such Assignor as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

7. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever such Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in New York, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest that such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Secured Obligations of the Assignors. Any remainder of the proceeds after payment in full of the Secured Obligations of the Assignors shall be paid over to the Assignors. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to the Assignors at least ten (10) days before the time of any intended public or private sale or other disposition thereof is to be made, which each Assignor hereby agrees shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the Uniform Commercial Code (as in

effect from time to time in any applicable jurisdiction), with respect to such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of the Assignors, which right is hereby waived and released.

8. (a) Subject to the terms of the Financing Agreement, at such time as the Secured Obligations shall have been paid in full, this Agreement shall terminate and Secured Party shall, at the expense of the Assignors, execute and deliver to the Assignors all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments as Assignors may reasonably request to release Secured Party's security interest in any part of the Intellectual Property Collateral, subject to any disposition thereof that may have been made by Secured Party pursuant hereto.

(b) In connection with any Permitted Disposition, to the extent permitted by the Financing Agreement, Secured Party will, at any Assignor's request and expense, execute and deliver to such Assignor such documents as such Assignor shall reasonably request to evidence the release of the applicable items of Intellectual Property Collateral from the security interest granted hereby; provided, however, that such Assignor shall have delivered to Secured Party, at least ten (10) Business Days prior to the date of the proposed release, a written request for release describing the items of Intellectual Property Collateral and the terms of the Permitted Disposition in reasonable detail, together with a form of release for execution by Secured Party, in form and substance satisfactory to Secured Party, and a certificate of such Assignor certifying that the transaction is in compliance with the Financing Agreement, together with any other documents or information as may be required by the Financing Agreement or the other Loan Documents.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any part of the Intellectual Property Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by the Assignors on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Financing Agreement.

10. Subject in all cases to its commercial judgment as to the business usefulness of the same to such Assignor, each Assignor shall have the duty (a) to prosecute diligently any applications related to any Intellectual Property Collateral pending as of the date of this Agreement or thereafter until the Secured Obligations have been paid in full, and to (b) make federal application on registrable but unregistered Copyrights, Patents or Trademarks. Any expenses incurred in connection therewith shall be borne by the applicable Assignor. Subject in all cases to its commercial judgment as to the business usefulness of the same to such

Assignor, no Assignor shall abandon or dedicate to the public any of the Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral, without prior written notice to Secured Party.

11. Each Assignor shall have the right with prior notice to Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary and upon its consent, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignors shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11.

12. In the event of the occurrence and during the continuance of an Event of Default under the Financing Agreement, each Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Said attorney or designee shall not be liable for any acts of omission or commission (other than acts of omission or commission constituting gross negligence or willful misconduct as determined by a final judgment of a court of competent jurisdiction), or for any error of judgment or mistake of fact or law; this power being coupled with an interest is irrevocable until all of the Loans and other Obligations under the Loan Documents are paid in full and all of the Commitments are terminated.

13. If any Assignor fails to comply with any of its obligations hereunder, Secured Party may do so in such Assignor's name or in Secured Party's name, but at such Assignor's expense, and each Assignor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Financing Agreement and the other Loan Documents, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of any Assignor with respect to the Intellectual Property Collateral) provided

herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of the Assignors) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents.

15. No course of dealing between any Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Financing Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Financing Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Financing Agreement, in the manner and within the time specified in the Financing Agreement.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York, without reference to applicable conflict of law principles.

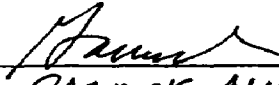
22. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that delivery of a counterpart hereof by facsimile transmission or by e-mail transmission of an Adobe portable document format file (also known as a PDF file) shall be effective as delivery of a manually executed counterpart hereof.

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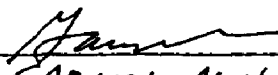
IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

ASSIGNORS:

SCIENTECH, LLC

By: 
Name: GARRICK AHN
Title: Manager

NUS INSTRUMENTS, LLC

By: 
Name: GARRICK AHN
Title: Manager

SECURED PARTY:

**ABLECO FINANCE, LLC, as
Administrative Agent**

By: 

Name: Kern Gonda

Title: SVP

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Intellectual Property Collateral

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NUS Instruments	US	2,238,154	6/3/1997	4/13/2009
NUSTAFF	US	1,714,034	8/16/1990	9/8/2012
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PEPSE	US	1,157,905	4/23/1979	6/23/2011
PMAX	US	1,681,067	6/12/1991	3/31/2012
R*TIME	US	1,431,766	12/20/1985	3/10/2007
RAPID	US	1,754,142	11/15/1990	2/23/2013
Rapidpartsmart	US	76/203,194	1/30/2001	1/30/2011
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SRVNET – Design	US	2,178,143	4/14/1997	8/4/2008
Time to Knowledge	US	2,438,726	10/15/1996	3/27/2011

COPYRIGHTS

Name	Country	Registration No.	Registration Date	Expiration Date
Lab Stats Pack		Reg. No. Txu- 575-160	1993 - NUS	

PATENTS

Name	Country	Patent No.	Issue Date	Expiration Date
Corrosion Resistant Electrical Connector		5,104,340	4/14/1992	
Optical Digital Environment Compliance System - ODECS		6,597,799 B1	7/22/03	

LICENSES

A) Inbound Licenses Fully Assigned to Scientech, LLC as of the Closing Date

- 1) JAMIS v. 4.04 (35 users, licensed for a single system but can "exist" on a backup system, \$42k/yr maintenance)
- 2) Oracle 8i (JAMIS TimeCard DB, 50 simultaneous users)
- 3) UniQue (Print spooler, single machine, maintenance included in JAMIS)
- 4) Transoft USQLS (30 users, SQL interface to JAMIS flat files, single machine, maintenance included in JAMIS)
- 5) UNIFACE (part of JAMIS TimeCard, 1000 users, maintenance included in JAMIS)
- 6) ABS PLG Software License Agreement (outbound) for Safety Monitor/PSIMEX, RISKMAN

B) Inbound Licenses and other Licenses not fully assigned as of the Closing Date

As of the Closing, novations or consents to assignment in connection with the Acquisition have not been received with respect to the licenses listed below. As such, while the contractual benefits of such licenses, including any accounts receivable or other payment streams, have been assigned to Scientech, LLC or NUS Instruments, LLC, as the case may be, pursuant to the Acquisition Agreement and the Loan Parties have a security interest in such licenses, such licenses have not been fully assigned to the Loan Parties. Such licenses are dealt with in accordance with the Transition Services Agreement. Each license set forth below will be fully assigned, without further action from any person, immediately upon execution and delivery of a novation or consent to assignment by the counterparty thereof.

(a) Corporate Software and Enterprise Agreements:

- 1) Ghost Corporate Edition - Enterprise License for 1000 Nodes - 1 year maintenance license expires 09/27/04
- 2) McAfee Active VirusScan Suite - Enterprise License for 400 Nodes - 2 year license expires 09/24/04
- 3) Remotely Anywhere- Country License for Unlimited Systems - 1 year maintenance license expires on 01/15/05
- 4) HFNetChk- Enterprise License for 450 Nodes - 1 year maintenance license expires on 08/20/04
- 5) WinZip- Enterprise License for 1000 Nodes - Haven gotten free updates since 1997
- 6) Microsoft Enterprise Agreement 5- Expired 12/2004 with perpetual licenses for upgrades to Windows XP, Office Professional 2003 for 650 systems. Agreement Number: 01E50358
- 7) Microsoft Select Agreement 6 – Expires 01/31/2006 allows upgrades and discount purchases of Microsoft Windows, Office, Project, Visio, and server products. 01S61642
- 8) Sophos (500 user license, can be run on mail server, end-user and home systems)

- 9) HP-UX (operating system of financial systems, unlimited users, no maintenance required, but we pay for software updates on main JAMIS system - this OS running on 8 systems)
- 10) Orion - Web server for intranet and extranet. No support/maintenance available.
- 11) Main mail server - RedHat 8.0, maintenance (just) now expired and no longer available. Although we paid for a copy of RedHat 8.0 and updates, was available for free.
- 12) Latitude - conference bridge and Web conference server software, maintenance expired (licensed for 24 ports/users).
- 13) Cognos PowerPlay/Impromptu - I believe that about 5 licenses are less than 2 years old, with another 5 that are older (5+ years) - report software for TimeCard and JAMIS - not under maintenance.
- 14) Crossover Office (allows MS Office to run under Linux) - 1 license, not maintained.
- 15) ColdFusion - running on Intranet and Extranet Microsoft Web servers.
- 16) Cisco software, running on routers, switches and VPN servers - none under maintenance at this point.
- 17) Checkpoint Firewall/1 - no longer running it.
- 18) DELTEK - previous financial system; still running System/1.
- 19) Intelligent Query - part of financial systems; no longer supported by software vendor; unknown licensing terms.
- 20) Microsoft Windows NT 4.0, 2000 & 2003- File/Print server software
- 21) Microsoft SQL 7.0 server- Database Server
- 22) Microsoft Exchange 5.5 Sever- E-mail/workgroup server
- 23) Client access License for NT4.0
- 24) Client access License for Windows 2000
- 25) Client access License for Windows 2003
- 26) Client access License for exchange
- 27) Microsoft Project- Project Management tool
- 28) Microsoft Visio- diagram tool
- 29) Microsoft FrontPage- A web development environment and tools
- 30) Whats up- Network Monitoring software
- (b) Software licensed for use by the business units:
 - 1) MSDN Universal Subscription- Microsoft development tools, servers and applications.
 - 2) Apex TrueDB Grid Pro 6- Grid program used for development
 - 3) BeCubed OLE Tools 7 Suite- Suite of Visual Basic controls used for development

- 4) Crystal Reports 8- Reporting utility used for development
- 5) Graphics Server 6- Graphics utility used for development
- 6) InstallShield Express 2.1/ 4.1- Installation utility used for development
- 7) RoboHelp HTML Help X3- Help file utility used for development
- 8) Folio Views 4.2- Program used to search and view large text files
- 9) Folio Builder- Program used to create Folio files
- 10) Paint Shop Pro- Graphics program used to create and modify images
- 11) SoftArtisans SA-Fileup- A utility to upload files from an ASP page to a server
- 12) Adobe Acrobat 6.0 Upgrade- Program to create Adobe Acrobat Files
- 13) Macromedia Flash 5- A utility to create Flash images for web pages
- 14) Macromedia Dream Weaver- A web development environment and tools
- 15) CorelDraw 9.0 Graphics Suite- Graphics program used to create and modify images
- 16) CorelDraw 7 Graphics Suite- Graphics program used to create and modify images
- 17) Microsoft Publisher- Program used to create brochures and fliers
- 18) Juicer - Photo Clips- Photographs for use on web pages and brochures
- 19) Microsoft SQL Server 2000 Std-Data base server
- 20) ALGOR- Structural Analysis
- 21) SOLID EDGE- 3-D design
- 22) CADKEY- Draft/design
- 23) AUTOCAD- Draft/Design
- 24) Contact Manager – Old-A distributed application used to track contacts
- 25) Intel Fortran 7.0 Compiler - for building the R*TIME software
- 26) Microsoft Visual Studio .NET
- 27) True DB Grid Pro - components used in the R*TIME Modeler
- 28) Northern Dynamic OPC Server Toolkit - for compiling the OPC interface
- 29) MKS Toolkit - system utility software
- 30) MKS Lex and Yacc - system utility software
- 31) EasyCD Pro - CD creation software (PMAX and PEPSE also)

- 32) OpenAccess - ODBC server library software
- 33) Doc 2 Help - help file generation software (PMAX and PEPSE also)
- 34) RTP NetSuite - configuration software for RTP DAS equipment
- 35) Quicktime - licensed library included with R*TIME Viewer (R*TIME and PMAX)
- 36) Adobe Acrobat Reader - licensed library included with R*TIME Viewer (R*TIME and PMAX)
- 37) Sun Fortran Compiler - for building the R*TIME software
- 38) Sun C/C++ Compiler - for building the R*TIME Modeler
- 39) PVCS - version control software
- 40) SUN OpenAccess - ODBC server library software
- 41) Lahey Fortran Compiler - for compiling the PEPSE calculation program
- 42) Multi-Edit - text editor
- 43) Microsoft Visual Studio 6 - for maintaining earlier versions of the PEPSE MMI
- 44) WinWidgets/32 - components used in the PEPSE MMI
- 45) Boundschecker - software bug detection software for PEPSE development
- 46) True DB Grid Pro - components used in the PMAX Modeler
- 47) Northern Dynamic OPC Server Toolkit - for compiling the OPC interface
- 48) Boundschecker - bug detection software
- 49) Expert Choice - decision analysis software
- 50) DPL - decision support (stands for Decision Programming Language)
- 51) Oracle 7.3.4 - 64 seats
- 52) Oracle Context - 64 Seats
- 53) Oracle Web Server v. 2
- 54) Oracle SQL/Plus
- 55) Solstice Backup 4.2
- 56) Solstice Oracle Database Module 4.2
- 57) Solaris Server 2.51
- 58) Oracle 8.1.7
- 59) Oracle Dev. Tools

- 60) Context Cartridge 7.3
- 61) Developer 2.0
- 62) Tuning Pack 1.5
- 63) Diagnostic Pack 1.5
- 64) Express Server 6.1
- 65) Developer Server 2.0
- 66) Designer/2000 Rel 1.3
- 67) Server EE 7.3
- 68) Adobe Capture
- 69) Adobe PageMaker
- 70) MS FrontPage
- 71) Canon CanoFile