

Form PTO-159-4
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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):

Atlas Material Testing Technology L.L.C.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation
- Other Delaware limited liability company

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Illinois
- 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 names(s) & address(s) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 1, 2002

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

A. Trademark Application No.(s)
See Schedule A-1, attached

B. Trademark Registration No.(s)
See Schedule A-1, attached

Additional numbers attached? Yes No

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

Name: Robert J. Schneider

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and trademarks involved:

20

7. Total fee (37 CFR 3.41) ... \$ 515.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-0305

(Attach duplicate copy of this page if paying by deposit account)
Attorney Docket No. 1596790

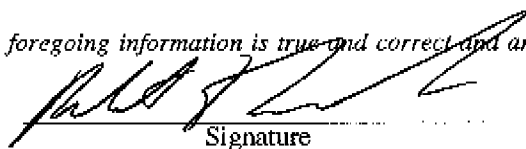
DO NOT USE THIS SPACE

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.

Robert J. Schneider

Name of Person Signing



Signature

March 1, 2005

Date

Total number of pages including cover sheet, attachments, and document: 6

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

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**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS


Name	Trademark	Status
FADE-OMETER (Stylized Letters) FADE-OMETER	164,518	Registered 02/20/1923
LAUNDER-OMETER and Design LAUNDER-OMETER	259,521	Registered 07/30/1929
WEATHER-OMETER and Design WEATHER-OMETER	260,573	Registered 08/27/1929
CSI	847,346	Registered 04/09/1968

Name	Trademark	Status
AQUANIZER	998,208	Registered 11/12/1974
EMMAQUA	1,060,500	Registered 03/01/1977
EMMA	1,060,501	Registered 03/01/1977
EMMACAL	1,328,243	Registered 04/02/1985
WE TEST EVERYTHING UNDER THE SUN	1,368,301	Registered 10/29/1985
BBUGVACT	1,408,032	Registered 09/02/1986
SUN 10	1,432,531	Registered on 03/10/1987
IP/DP BOX	2,158,952	Registered on 05/19/1998
EMMACAL II	2,269,471	Registered on 08/10/1999
VIEEW	2,443,026	Registered on 04/10/2001

PENDING FEDERAL TRADEMARK APPLICATIONS

Name	Trademark	Status
MQ3K	75/849,797	Published
3000	75/673,288	Published

INACTIVE U.S. TRADEMARKS

Name	Trademark	Status
AIRE-REGULATOR	821,624	Expired 04/03/1987
CSI and Design 	847,348	Expired 11/03/1992
DESERT-ATION (Stylized Letters) DESERT-ation	1,045,404	Expired 05/12/1997
AUTOCAL	75/673,287	Abandoned 05/26/2000

REGISTERED STATE TRADEMARKS

Name	Trademark	Status
3000	1,136,368	Registered 02/15/2000
3000	84,425	Registered 11/23/1999

TRADEMARK

TRADEMARK COLLATERAL AGREEMENT

This 1st day of January, 2002, Atlas Material Testing Technology L.L.C., a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 4114 North Ravenswood Avenue, Chicago, Illinois 60613, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

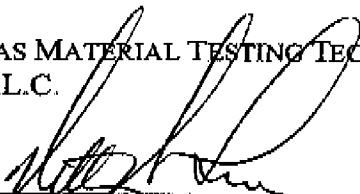
to secure performance of all Obligations of Debtor as set out in that certain Amended and Restated Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ATLAS MATERIAL TESTING TECHNOLOGY
L.L.C.

By 
Name W. W. LONEY
Title CHAIRMAN

HARRIS TRUST AND SAVINGS BANK

By 
Name Edward J. Klinger
Title Vice President

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

None.