

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Unique Instruments, Inc.		04/29/2005	CORPORATION: MICHIGAN
Unique Design & Development LLC		04/29/2005	limited liability company: MICHIGAN
CEP Bio-Vac, LLC		04/29/2005	limited liability company: DELAWARE
CEP Bio-Coat, LLC		04/29/2005	limited liability company: DELAWARE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	28660 Northwestern Highway
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76596617	UNIQUE INSTRUMENTS

## CORRESPONDENCE DATA

Fax Number: (202)659-1559

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (202) 659 - 6944

Email: MBergsman@dickinsonwright.com

Correspondent Name: Marc A. Bergsman

Address Line 1: Dickinson Wright PLLC

Address Line 2: 1901 L Street, N.W., Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:

Marc A. Bergsman

TRADEMARK

900024295

REEL: 003079 FRAME: 0534

CH \$40.00 76596617

Signature:	/Marc A. Bergsman/
Date:	05/09/2005
<p><b>Total Attachments: 38</b></p> <p>source=Unique-CEP security agreement#page1.tif  source=Unique-CEP security agreement#page2.tif  source=Unique-CEP security agreement#page3.tif  source=Unique-CEP security agreement#page4.tif  source=Unique-CEP security agreement#page5.tif  source=Unique-CEP security agreement#page6.tif  source=Unique-CEP security agreement#page7.tif  source=Unique-CEP security agreement#page8.tif  source=Unique-CEP security agreement#page9.tif  source=Unique-CEP security agreement#page10.tif  source=Unique-CEP security agreement#page11.tif  source=Unique-CEP security agreement#page12.tif  source=Unique-CEP security agreement#page13.tif  source=Unique-CEP security agreement#page14.tif  source=Unique-CEP security agreement#page15.tif  source=Unique-CEP security agreement#page16.tif  source=Unique-CEP security agreement#page17.tif  source=Unique-CEP security agreement#page18.tif  source=Unique-CEP security agreement#page19.tif  source=Unique-CEP security agreement#page20.tif  source=Unique-CEP security agreement#page21.tif  source=Unique-CEP security agreement#page22.tif  source=Unique-CEP security agreement#page23.tif  source=Unique-CEP security agreement#page24.tif  source=Unique-CEP security agreement#page25.tif  source=Unique-CEP security agreement#page26.tif  source=Unique-CEP security agreement#page27.tif  source=Unique-CEP security agreement#page28.tif  source=Unique-CEP security agreement#page29.tif  source=Unique-CEP security agreement#page30.tif  source=Unique-CEP security agreement#page31.tif  source=Unique-CEP security agreement#page32.tif  source=Unique-CEP security agreement#page33.tif  source=Unique-CEP security agreement#page34.tif  source=Unique-CEP security agreement#page35.tif  source=Unique-CEP security agreement#page36.tif  source=Unique-CEP security agreement#page37.tif  source=Unique-CEP security agreement#page38.tif</p>	

## PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of April 29, 2005 by and between Unique Instruments, Inc., a Michigan corporation, Unique Design & Development LLC, a Michigan limited liability company, AST Acquisition, LLC, a Delaware limited liability company, CEP Bio-Vac, LLC, a Delaware limited liability company and CEP Bio-Coat, LLC, a Delaware limited liability company (collectively, the "Obligors"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

### PRELIMINARY STATEMENT

Orchid Orthopedic Solutions, LLC, a Delaware limited liability company (the "Borrower"), the Administrative Agent and the Lenders are entering into a Credit Agreement dated as of even date herewith (as it may be amended or modified from time to time, including any agreement entered in substitution therefor, the "Credit Agreement"). Each of the Obligors are entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, including any agreement entered into in substitution therefor, the "Security Agreement") in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, each of the Obligors and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in Michigan Uniform Commercial Code. Terms defined in the Michigan UCC which are not otherwise defined in this Security Agreement are used herein as defined in the Michigan UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Collateral" means all Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property, Pledged Deposits, and Other Collateral, wherever located, in which each of the Obligor now have or hereafter acquires any right or interest, and the proceeds (including Stock Rights), insurance proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

"Commercial Tort Claims" means those certain currently existing commercial tort claims of the Obligor described below and any other commercial tort claims of any of the Obligor after the date hereof:

<u>Parties</u>	<u>Description of the dispute</u>	<u>Case number</u>
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"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Michigan UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Documents" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Equipment" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Fixtures" shall have the meaning set forth in Article 9 of the Michigan UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Instruments" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Inventory" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the Michigan UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Michigan UCC" means the Michigan Uniform Commercial Code *as in effect from time to time*.

"Other Collateral" means any property of each of the Obligors, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of each of the Obligors other than real estate.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which each of the Obligors may from time to time designate as pledged to the Administrative Agent or to any Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (x) prior to an acceleration of the obligations under the Credit Agreement, the Required Lenders, (y) after an acceleration of the obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders and their Affiliates holding in the aggregate at least 51% of the total of (i) the unpaid principal amount of outstanding Advances and (ii) the aggregate net early termination payments and all other amounts then due and unpaid from the Borrower to the Lenders or their Affiliates under any Banking Services or Swap Agreements, as determined by the Administrative Agent in its reasonable discretion, and (z) after the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full (whether or not the obligations under the Credit Agreement were ever accelerated), Lenders and their Affiliates holding in the aggregate at least 51% of the aggregate net early termination payments and all other amounts then due and unpaid from the Borrower to the Lenders or their Affiliates under any Banking Services or Swap Agreements, as determined by the Administrative Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security" has the meaning set forth in Article 8 of the Michigan UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which each of the Obligors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which each of the Obligors now has or hereafter acquires any right, issued by an issuer of such securities.

"Unmatured Default" means an event which but for the lapse of time or the giving of notice, or both, would constitute a Default.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

## ARTICLE II

### GRANT OF SECURITY INTEREST

Each of the Obligors hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders and (to the extent specifically provided herein) their Affiliates, a security interest in all of each of the Obligors' right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES

Each of the Obligors represents and warrants to the Administrative Agent and the Lenders, that the following statements are true, correct and complete (it being understood and agreed that the representations and warranties made on the Effective Date are deemed to be made concurrently with, and giving effect to, the consummation of the Bio Acquisition and the Borrower/CEP Stealth Holdings Merger):

3.1. Title, Authorization, Validity and Enforceability. Each of the Obligors has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. The execution and delivery by each of the Obligors of this Security Agreement has been duly authorized by proper limited liability company or company proceedings, as applicable, and this Security Agreement constitutes a legal, valid and binding obligation of each of the Obligors and creates a security interest which is enforceable against each of the Obligors in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against

each of the Obligors in the locations listed on Exhibit "F", the Administrative Agent will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by each of the Obligors of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on any of the Obligors or the Obligors' articles or certificate of organization, articles or certificate of incorporation, as applicable, or operating agreement or bylaws, as applicable, the provisions of any indenture, instrument or agreement to which each of the Obligors is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Administrative Agent on behalf of the Lenders).

3.3. Type and Jurisdiction of Organization. Each of the Obligors is an organization as described in Schedule 1.

3.4. Principal Location. Each of the Obligor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit "A"; each of the Obligors has no other places of business except those set forth in Exhibit "A".

3.5. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by each of the Obligors except for locations (i) which are leased by any Obligor as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory each of the Obligors has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Lenders to protect the Administrative Agent's and the Lenders' security interest in such Inventory.

3.6. No Other Names. Each of the Obligors has not conducted business under any name except the name in which it has executed this Security Agreement, which is the exact name as it appears in such Obligor's organizational documents, as amended, as filed with such Obligor's jurisdiction of organization, except for (i) prior names and (ii) as stated on Exhibit "G".

3.7. No Default. No Default or Unmatured Default exists.

3.8. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of each of the Obligors relating thereto and in all invoices and reports with respect thereto furnished to the Administrative Agent by each of the Obligors from time to time. As of the time when each Account or each item of Chattel Paper arises, each of the Obligors shall be deemed to have represented and warranted that such Account or Chattel Paper,

as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.9. Filing Requirements. None of the Equipment of each of the Obligors is covered by any certificate of title, except for the vehicles described in Part A of Exhibit "B". None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for (i) the vehicles described in Part B of Exhibit "B" and (ii) patents, trademarks and copyrights held by each of the Obligors and described in Part C of Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.10. No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming any of the Obligors as debtor has been filed in any jurisdiction except (i) financing statements naming the Administrative Agent on behalf of the Lenders as the secured party, (ii) as described in Exhibit "D" and (iii) as permitted by Section 4.1.6.

3.11. Federal Employer Identification Number. Each of the Obligor's Federal employer identification number is as described in Schedule 1.

3.12. State Organization Number. If any of the Obligors is a registered organization, the Obligor's State organization number is as described on Schedule 1.

3.13. Pledged Securities and Other Investment Property. Exhibit "E" sets forth a complete and accurate list of the Instruments, Securities and other Investment Property delivered to the Administrative Agent. Each of the Obligors is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Exhibit "E" as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent for the benefit of the Lenders hereunder. Each of the Obligors further represents and warrants that (i) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (ii) with respect to any certificates delivered to the Administrative Agent representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the Uniform Commercial Code of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, each of the Obligors has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible.

3.14. Exhibits. Exhibits A, B, C, D, E and F attached hereto are true, correct and complete concurrent with, and giving effect to, the consummation of the Bio Acquisition and the Borrower/Stealth Holdings Merger.



## ARTICLE IV

### COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

#### 4.1. General.

4.1.1. Inspection. Each of the Obligors will permit the Administrative Agent or any Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of each of the Obligors relating to the Collateral and (iii) to discuss the Collateral and the related records of each of the Obligors with, and to be advised as to the same by, the Obligor's officers and employees (and, in the case of any Receivable, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Administrative Agent or such Lender may determine.

4.1.2. Taxes. Each of the Obligors will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested in good faith by appropriate proceedings and for which the Obligor has set aside on its books adequate reserves with respect thereto in accordance with GAAP.

4.1.3. Records and Reports; Notification of Default. Each of the Obligors will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to the Collateral as the Administrative Agent shall from time to time request. Each of the Obligors will give prompt notice in writing to the Administrative Agent and the Lenders of the occurrence of any Default or Unmatured Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral.

4.1.4. Financing Statements and Other Actions; Defense of Title. Each of the Obligors hereby authorizes the Administrative Agent to file, and if requested will execute and deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. Each of the Obligors will take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. Each of the Obligors will not sell, lease or otherwise dispose of the Collateral except (i) prior to the occurrence of a Default or Unmatured Default, dispositions specifically permitted pursuant to Section 6.03 of the

Credit Agreement, (ii) until such time following the occurrence of a Default as any of the Obligors receives a notice from the Administrative Agent instructing such Obligor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (iii) until such time as any of the Obligors receives a notice from the Administrative Agent pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6. Liens. Each of the Obligors will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit "D" and (iii) other Liens permitted pursuant to Section 6.02 of the Credit Agreement.

4.1.7. Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Each of the Obligors will:

- (a) preserve its existence as a limited liability company or corporation, as applicable, and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;
- (b) not change its state of organization;
- (c) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A;" and
- (d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) change its name or taxpayer identification number or (iii) change its mailing address,

unless such Obligor shall have given the Administrative Agent not less than 30 days' prior written notice of such event or occurrence and the Administrative Agent shall have either (x) determined that such event or occurrence will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (y) taken such steps (with the cooperation of each of the Obligors to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of the Administrative Agent's security interest in the Collateral.

4.1.8. Other Financing Statements. Each of the Obligors will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. Each of the Obligors will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, each of the Obligors may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, each of the Obligors will collect and enforce, at each of the Obligors' sole expense, all amounts due or hereafter due to each of the Obligors under the Receivables.

4.2.3. Delivery of Invoices. Each of the Obligors will deliver to the Administrative Agent immediately upon its written request after the occurrence of a Default duplicate invoices with respect to each Account bearing such language of assignment as the Administrative Agent shall specify.

4.2.4. Disclosure of Counterclaims on Receivables. If, other than in the ordinary course of business, (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (ii) if, to the knowledge of any of the Obligors, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable in an aggregate amount exceeding \$100,000, each of the Obligors will disclose such fact to the Administrative Agent in writing in connection with the inspection by the Administrative Agent of any record of such Obligor relating to such Receivable and in connection with any invoice or report furnished by such Obligor to the Administrative Agent relating to such Receivable.

#### 4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. Each of the Obligors will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

4.3.2. Insurance. Each of the Obligors will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Administrative Agent, on behalf of the Lenders, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Administrative Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Administrative Agent as the Administrative Agent shall from time to time request, (iii) furnish to the Administrative Agent upon the request of the Administrative Agent from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance naming the Administrative Agent, on behalf of the Lenders, as an additional insured.

4.3.3. Titled Vehicles. Each of the Obligors will give the Administrative Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the

Administrative Agent, upon request, the original of any vehicle title certificate and do all things necessary to have the Lien of the Administrative Agent noted on any such certificate.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. Each of the Obligors will (i) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (ii) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to the Administrative Agent such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as the Administrative Agent shall specify, and (iv) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral. If at any time, the Borrower completes the Stealth Medical Minority Member Transactions (as defined in the Credit Agreement), AST Acquisition, LLC shall revise Section 12.01 (Restrictions on Transfers) of the Second Amended and Restated Limited Liability Company Agreement dated as of February 8, 2005 in order to effect the pledge of such membership interests (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "LLC Agreement").

4.5. Uncertificated Securities and Certain Other Investment Property. Each of the Obligors will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. Each of the Obligors will take any actions necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause the Administrative Agent to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, each of the Obligors will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with the Administrative Agent in form and substance satisfactory to the Administrative Agent.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. Each of the Obligors will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral that is controlled by each of the Obligors to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity except as permitted in

Section 6.03 of the Credit Agreement, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. Each of the Obligors will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral that is controlled by each of the Obligors to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to any of the Obligors.

4.6.3. Registration of Pledged Securities and other Investment Property. After the occurrence and during the continuance of a Default, each of the Obligors will permit any registerable Collateral to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. Each of the Obligors will permit the Administrative Agent or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Pledged Deposits. Each of the Obligors will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of the Administrative Agent.

4.8. Deposit Accounts. Each of the Obligors will (i) upon the Administrative Agent's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent in order to give the Administrative Agent Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to the Administrative Agent hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon the Administrative Agent's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Administrative Agent, transferring dominion and control over each such other deposit to the Administrative Agent or, in the case of a Deposit Account, upon the occurrence and continuance of a Default, upon the Administrative Agent's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Administrative Agent, transferring ownership of the Deposit Account to the Administrative Agent. In the case of deposits maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

4.9. Letter-of-Credit Rights. Each of the Obligors will upon the Administrative Agent's request, cause each issuer of a letter of credit, to consent to the assignment of proceeds

of the letter of credit in order to give the Administrative Agent Control of the letter-of-credit rights to such letter of credit.

4.10. Federal, State or Municipal Claims. Each of the Obligor will notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

## ARTICLE V

### DEFAULT

5.1. The occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of any of the Obligor under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by any of the Obligor of any of the terms or provisions of Article IV or Article VII.

5.1.3. The breach by any of the Obligor (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within 10 days after the giving of written notice to any of the Obligor by the Administrative Agent.

5.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed.

5.1.5. Any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise.

5.1.6. The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement.

5.1.7. Any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral shall at any time constitute a Security or the issuer of any such interests shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent and such Security is properly defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such

Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Acceleration and Remedies. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 8.1 thereof, the Obligations and, to the extent provided for under the Swap Agreements evidencing the same, the Banking Services Obligations and Swap Agreement Obligations, shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and the Administrative Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the Michigan UCC (whether or not the Michigan UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable.

The Administrative Agent, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Banking Services Obligations or Swap Agreement Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Banking Services Obligations or Swap Agreement Obligations pursuant to the terms of the agreement governing any Banking Services or Swap Agreement.

5.3. Debtor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence of a Default, the Obligor will:

5.3.1. Assembly of Collateral. Assemble and make available to the Administrative Agent the Collateral and all records relating thereto at any place or places specified by the Administrative Agent.

5.3.2. Secured Party Access. Permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. The Administrative Agent is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge, each of the Obligor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, each of the Obligors' rights under all licenses and all franchise agreements shall inure to the Administrative Agent's benefit. In addition, each of the Obligors hereby irrevocably agrees that the Administrative Agent may, following the occurrence and during the continuance of a Default, sell any of the Obligors' Inventory directly to any person, including without limitation persons who have previously purchased any of the Obligors' Inventory from any of the Obligors and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to any of the Obligors and any Inventory that is covered by any copyright owned by or licensed to any of the Obligors and the Administrative Agent may finish any work in process and affix any trademark owned by or licensed to any of the Obligors and sell such Inventory as provided herein.

## ARTICLE VI

### WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Secured Obligations have been paid in full.



## ARTICLE VII

### PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. After the occurrence and during the continuance of a Default, upon request of the Administrative Agent, each of the Obligors shall execute and deliver to the Administrative Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Administrative Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Administrative Agent.

7.2. Collection of Receivables. After the occurrence and during the continuance of a Default, the Administrative Agent may at any time in its sole discretion, by giving any of the Obligors written notice, elect to require that the Receivables be paid directly to the Administrative Agent for the benefit of the Lenders. In such event, such Obligor shall, and shall permit the Administrative Agent to, promptly notify the account debtors or obligors under the Receivables of the Lenders' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Administrative Agent. Upon receipt of any such notice from the Administrative Agent, such Obligor shall thereafter hold in trust for the Administrative Agent, on behalf of the Lenders, all amounts and proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Administrative Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Administrative Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Administrative Agent may require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Administrative Agent and held there as security for the Secured Obligations. Each of the Obligors shall have no control whatsoever over said cash collateral account. The Administrative Agent may (and shall, at the direction of the Required Lenders), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral shall be applied by the Administrative Agent to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

(a) FIRST, to payment of all costs and expenses of the Administrative Agent incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to the Administrative Agent pursuant to this Security Agreement;

(b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees, pro rata among the Lenders and their

Affiliates in accordance with the amount of such accrued and unpaid interest and fees owing to each of them;

(c) THIRD, to payment of the principal of the Secured Obligations and the net early termination payments and any other Banking Services Obligations and Swap Agreement Obligations then due and unpaid from any of the Obligor to any of the Lenders or their Affiliates, pro rata among the Lenders and their Affiliates in accordance with the amount of such principal and such net early termination payments, Banking Services Obligations and Swap Agreement Obligations then due and unpaid owing to each of them;

(d) FOURTH, to payment of any Secured Obligations (other than those listed above) pro rata among those parties to whom such Secured Obligations are due in accordance with the amounts owing to each of them; and

(e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Administrative Agent into such Obligor's general operating account with the Administrative Agent.

## ARTICLE VIII

### GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral; Condition of Collateral. Each of the Obligors hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to any of the Obligors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2. Compromises and Collection of Collateral. Each of the Obligors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each of the Obligors agrees that the Administrative Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.3. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any of the Obligors has agreed to perform or pay in this Security Agreement but fails to do so, and such Obligor shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.3. Each of the Obligors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. Each of the Obligors irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of each of the Obligors as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) to indorse and collect any cash proceeds of the Collateral (upon the occurrence and during the continuation of a Default), (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Administrative Agent Control over such Securities or other Investment Property, (v) subject to the terms of Section 4.1.5, to enforce payment of the Receivables in the name of the Administrative Agent or any of the Obligors, (vi) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Article VII and (vii) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and each of the Obligors agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection therewith, provided that this authorization shall not relieve any of the Obligors of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5. Specific Performance of Certain Covenants. Each of the Obligors acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Lenders to seek and obtain specific performance of other obligations of each of the Obligors contained in this Security Agreement, that the covenants of each of the Obligors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against each of the Obligors.

8.6. Use and Possession of Certain Premises. Upon the occurrence of a Default, the Administrative Agent shall be entitled to occupy and use any premises owned or leased by any of the Obligors where any of the Collateral or any records relating to the Collateral are located until

the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay any of the Obligors for such use and occupancy.

8.7. Dispositions Not Authorized. Each of the Obligors is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between any of the Obligors and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Lenders.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of each of the Obligors, the Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that each of the Obligors shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent.

8.9. Survival of Representations. All representations and warranties of each of the Obligors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by each of the Obligors, together with interest and penalties, if any. Each of the Obligors shall reimburse the Administrative Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by any of the Obligors in the performance of actions required pursuant to the terms hereof shall be borne solely by each of the Obligors.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between each of the Obligors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between each of the Obligors and the Administrative Agent relating to the Collateral.

**8.14. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.15. Distribution of Reports. Each Obligor authorizes the Administrative Agent, as the Administrative Agent may elect in its sole discretion, to discuss with and furnish to its affiliates and to the Lenders or to any other person or entity having an interest in the Secured Obligations (whether as a guarantor, pledgor of collateral, participant or otherwise) all financial statements, audit reports and other information pertaining to each of the Obligors and its Subsidiaries whether such information was provided by any of the Obligors or prepared or obtained by the Administrative Agent. Neither the Administrative Agent nor any of its employees, officers, directors or agents makes any representation or warranty regarding any audit reports or other analyses of each of the Obligors' and its Subsidiaries' condition which the Administrative Agent may in its sole discretion prepare and elect to distribute, nor shall the Administrative Agent or any of its employees, officers, directors or agents be liable to any person or entity receiving a copy of such reports or analyses for any inaccuracy or omission contained in or relating thereto.

8.16. Indemnity. Each of the Obligors hereby agrees to indemnify the Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Lenders or any of the Obligors, and any claim for patent, trademark or copyright infringement); provided that such Obligor shall not be liable for any of the foregoing to the extent any of the foregoing is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Administrative Agent or the Lenders.

## ARTICLE IX

### NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in Section 9.01 of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Obligors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

## ARTICLE X

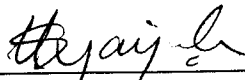
### THE ADMINISTRATIVE AGENT

JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

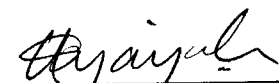
*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, each of the Obligors and the Administrative Agent have executed this Security Agreement as of the date first above written.

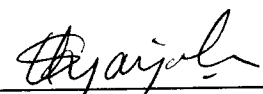
**UNIQUE INSTRUMENTS, INC.**

By:   
Sameer Vijayakar  
Title: Assistant Secretary

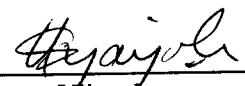
**UNIQUE DESIGN & DEVELOPMENT LLC**

By:   
Sameer Vijayakar  
Title: Assistant Secretary

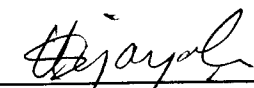
**AST ACQUISITION, LLC**

By:   
Sameer Vijayakar  
Title: Authorized Signatory

**CEP BIO-VAC, LLC**

By:   
Sameer Vijayakar  
Title: President

**CEP BIO-COAT, LLC**

By:   
Sameer Vijayakar  
Title: President

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent**

By: Richard C. Ellis

Title: SVP



**EXHIBIT "A"**

(See Sections 3.3, 3.4, 3.5, 4.1.7 and 9.1 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

Unique Design & Development LLC  
6688 Dixie Highway  
Bridgeport, Michigan 48722  
Attn: Robert Denny

Unique Instruments, Inc.  
6688 Dixie Highway  
Bridgeport, Michigan 48722  
Attn: Robert Denny

AST Acquisition, LLC  
1489 Cedar Street  
Holt, Michigan 48842  
Attn: Michael Miller

CEP Bio-Vac, LLC  
21316 Bridge Street  
Southfield, Michigan 48034  
Attn: Lee Allen Stouse

CEP Bio-Coat, LLC  
21211 Bridge Street  
Southfield, Michigan 48034  
Attn: Lee Allen Stouse

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by the Obligors:

Unique Instruments, Inc.  
6688 Dixie Highway  
Bridgeport (Saginaw County), MI

CEP Bio-Coat, LLC  
21211 Bridge Street  
Southfield (Oakland County), MI

B. Properties Leased by the Obligors (Include Landlord's Name, known record owner is Landlord unless indicated otherwise):

**AST Acquisition, LLC**  
(d/b/a **Stealth Medical Technologies – and-  
Stealth Engineering & Technologies**)

1485 Cedar Street  
Holt, Michigan  
(Cedar Street Properties, LLC)

2046 Depot, Building B  
Holt, Michigan  
(MEM Leasing, Inc.)

7124 Hwy 178  
Olive Branch, MS  
(Astro-Met, Inc. - sublessor)  
(Graham & Graham Property Trust - owner)

1489 Cedar Street  
Holt, Michigan  
(Cedar Street Properties, LLC)

4025 Holt Road, Building D  
Holt, Michigan  
(D.J. Goff)

9976 (formerly 9974)  
9968 Springfield Pike  
Cincinnati, Ohio  
(Trivest Corp.)

199 Mt. Pleasant Rd.  
Collierville, TN  
(Collierville Business Center)

**CEP Bio-Coat, LLC**  
21249 Bridge Street  
Southfield (Oakland County), MI  
(Bio-Vac Investment - a co-partnership)

**CEP Bio-Vac, LLC**  
21316 Bridge Street  
Southfield (Oakland County), MI  
(Bio-Vac Investment - a co-partnership)

**Unique Instruments, Inc.**  
Building A, Ivy Brook Rd.  
Sheldon, CT  
(Taurus STAP Sheldon, LLC)

**Unique Design & Development LLC**  
225 East Morley Drive  
Saginaw, MI  
(Ancon Associates of Saginaw)

C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

**EXHIBIT "B"**  
(See Section 3.9 of Security Agreement)

A. Vehicles subject to certificates of title:

Description

**AST Acquisition, LLC**

2002 Ford E250 truck (leased)  
VIN No. 1FTNE24L32HB39406

2003 Lincoln Aviator truck (leased)  
VIN No. 5LMEU78H83ZJ32008

2004 Ford Taurus (leased)  
VIN. No. 1FAFP53U94A136666

2001 Ford F250 Super Duty truck (owned)  
VIN# 1FTNF20L91EC31123

2001 Ford F250 Super Duty truck (owned)  
VIN# 1FTNF20L11EC23033

1995 Ford ½ Ton Pickup truck (owned)  
VIN# 1FTDF15Y15LB60250

1988 Jeep Cherokee pickup truck (owned)  
VIN# 1JTMP65P4JT142839

Fork Truck (leased) – (no certificate of title issued)  
Make: Mitsubishi  
Model: FGC40K  
S/N: AF8700527

Fork Truck (leased) – (no certificate of title issued)  
Make: Mitsubishi  
Model: FGC40K-LP  
S/N: AF87A00061

Forklift (owned) – (no certificate of title issued)  
Make: TCM  
Model FCG25F9  
Chassis S/N A12W00886  
Loading System S/N A490654

**Unique Instruments, Inc.**

Forklifts (no certificate of title issued):

Strato – Lift  
Make: Strato Lift  
Model: TR-13  
S/N: X5157

Fork Truck  
Make: Toyota  
Model: 5FGC25  
S/N: 5FGCU25-82503

B. Aircraft/engines, ships, railcars and other vehicles governed by federal statute:

<u>Description</u>	<u>Registration Number</u>
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None.

C. Patents, copyrights, trademarks protected under federal law\*:

Unique Instruments, Inc. Service Mark application, filed on June 4, 2004, S/N 76/596,617 (UNIQUE)

See attached regarding AST Acquisition intellectual property.

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\*For (i) trademarks, show the trademark itself, the registration date and the registration number; (ii) trademark applications, show the trademark applied for, the application filing date and the serial number of the application; (iii) patents, show the patent number, issue date and a brief description of the subject matter of the patent; and (iv) patent applications, show the serial number of the application, the application filing date and a brief description of the subject matter of the patent applied for. Any licensing agreements for patents or trademarks should be described on a separate schedule.

**EXHIBIT "C"**

(See Section 3.9 of Security Agreement)

Legal description, county and street address of property on which  
Fixtures are located:

Entity Name	Addresses	Legal Description
Unique Instruments, Inc. ("Unique")	Owned: <ul style="list-style-type: none"><li>6688 Dixie Highway Bridgeport, MI</li></ul>	Land in the Township of Bridgeport, County of Saginaw, State of Michigan, more particularly described as:  All that part of the West ½ of the Northwest ¼, Section 23, Township 11 North, Range 5 East, Bridgeport Township, Saginaw County, Michigan, being further described as: BEGINNING at the West ¼ corner of said Section; thence North 00 degrees 21 minutes 50 seconds West, 479.67 feet along the West Section line; thence North 36 degrees 45 minutes 50 seconds East, 486.27 feet to the Centerline of Dixie Highway; thence South 53 degrees 24 minutes 50 seconds East, 439.98 feet along said centerline; thence South 00 degrees 09 minutes 10 seconds East, 633.13 feet to the East and West ¼ line; thence North 87 degrees 39 minutes 49 seconds West 643.61 feet long along said quarter line, to the point of beginning.
	Leased: <ul style="list-style-type: none"><li>225 East Morley Drive Saginaw, MI (Ancon Associates of Saginaw)</li></ul>	The westerly 28,464 square feet of shop area, located at 225 East Morley Drive, Saginaw, MI 48601
Unique Design & Development ("Unique Design")	Leased: <ul style="list-style-type: none"><li>Portion of building described as Building A, Ivy Brook Road, Shelton, CT (Taurus STAP Shelton, LLC)</li></ul>	5,334 square feet of Building A, located on Ivy Brook Road, Shelton, CT
AST Acquisition, LLC ("Stealth Medical")	Leased: <ul style="list-style-type: none"><li>1489 Cedar Street, Holt, Michigan</li></ul>	Situated in the Township of Delhi, County of Ingham, State of Michigan is described as follows: Commencing at the Southeast corner of Section 23, T3N, R2W, Delhi Township, Ingham County, Michigan; thence North 00 degrees 23 minutes 50 seconds West 171.50 feet along the East line of said Section 23 to the point of beginning; thence South 89 degrees 36 minutes 10 seconds West 250.30 feet; thence North 00 degrees 23 minutes 50 seconds West, 152.35 feet; thence along a curve to the right, 37.37 feet, said curve having a radius of 117.00 feet and a chord of 37.21 feet, bearing North 08 degrees 45 minutes 09 seconds East; thence along a curve to the right, 124.45 feet, said curve having a radius of 467.00 feet and a chord of 124.08 feet bearing North 25 degrees 32 minutes 12 seconds East; thence along a curve to the right 64.77 feet; said curve having a radius of 117.00 feet and a chord of 63.95 feet bearing South 49 degrees 01 minutes 50 seconds West; thence North 64 degrees 53 minutes 24 seconds East, 75.56 feet to a point on the centerline of Cedar Street; thence along the centerline of said Cedar Street on a curve to the right 178.50 feet, said curve having a radius of 11536.74 feet and a chord of 178.50 feet bearing South 24 degrees 30 minutes 11 seconds East; thence South 00 degrees 23 minutes 50 seconds East, 210.92 feet along the East Section line of said Section 23 to the point of beginning.  Together with and subject to an easement for ingress and egress described as commencing at the Southeast corner of Section 23, T3N, R2W, Delhi Township, Ingham County, Michigan; thence North 00 degrees 23 minutes 50 seconds West, also being the East section line of said Section 23, 151.50 feet to the point

		<p>of beginning; thence South 89 degrees 36 minutes 10 seconds West, 316.30 feet; thence North 00 degrees 23 minutes 50 seconds West 172.35 feet; thence along a curve to the right 58.45 feet, said curve having a radius of 183.00 feet and a chord of 58.20 feet bearing North 08 degrees 45 minutes 09 seconds East; thence along a curve to the right 142.04 feet, said curve having a radius of 533.00 feet and a chord of 141.62 feet bearing North 25 degrees 32 minutes 12 seconds East; thence along a curve to the right, 101.31 feet, said curve having a radius of 183.00 feet and a chord of 100.02 feet bearing North 49 degrees 01 minutes 50 seconds East; thence North 64 degrees 53 minutes 24 seconds East, 75.56 feet; thence South 25 degrees 06 minutes 36 seconds East, 66.00 feet; thence South 64 degrees 53 minutes 24 seconds West, 75.56 feet; thence along a curve to the left, 64.77 feet said curve having a radius of 117.00 feet and a chord of 63.95 feet bearing South 49 degrees 01 minutes 50 seconds West; thence along a curve to the left 124.45 feet, said curve having a radius of 467.00 feet and a chord of 124.08 feet, bearing South 25 degrees 32 minutes 12 seconds West; thence along a curve to the left, 37.37 feet, said curve having a radius of 117.00 feet and a chord of 37.21 feet bearing South 08 degrees 45 minutes 09 seconds West; thence South 00 degrees 23 minutes 50 seconds East, 152.35 feet; thence North 89 degrees 36 minutes 10 seconds East, 250.30 feet; thence South 00 degrees 23 minutes 50 seconds East, 20.00 feet to the point of beginning.</p>
	<p>Leased:</p> <ul style="list-style-type: none"> <li>1485 Cedar St., Holt, Michigan</li> </ul>	<p>PARCEL A:</p> <p>A parcel of land in the Northeast ¼ of Section 26 and the Southeast ¼ of Section 23, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the Northeast corner of said Section 26 and the Southeast corner of said Section 23; thence South 00° 16' 30" East along the East line of said Section 26 a distance of 126.50 feet; thence South 89° 29' 06" West 218.77 feet; thence North 00° 30' 54" West parallel with the East line of said Section 23 a distance of 297.99 feet; thence North 89° 29' 06" East 219.30 feet to said East line; thence South 00° 30' 54" East along said East line 171.49 feet to the point of beginning.</p> <p>Subject to and together with an easement for ingress and egress described as: Commencing at the Southeast corner of Section 23, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan; thence North 00° 23' 50" West, also being the East section line of said Section 23, 151.50 feet to the point of beginning; thence South 89° 36' 10" West 316.30 feet; thence North 00° 23' 50" West 172.35 feet; thence along a curve to the right 58.45 feet, said curve having a radius of 183.00 feet and a chord of 58.20 feet, bearing North 08° 45' 09" East; thence along a curve to the right 142.04 feet, said curve having a radius of 533.00 feet and a chord of 141.62 feet bearing North 25° 32' 12" East; thence along a curve to the right 101.31 feet said curve having a radius of 183.00 feet and a chord of 100.02 feet bearing North 49° 01' 50" East; thence North 64° 53' 24" East 75.56 feet; thence South 25° 06' 36" East 66.00 feet; thence South 64° 53' 24" West 75.56 feet; thence along a curve to the left 64.77 feet, said curve having a radius of 117.00 feet and a chord of 63.95 feet, bearing South 49° 01' 50" West; thence along a curve to the left 124.45 feet; said curve having a radius of 467.00 feet and a chord of 124.08 feet, bearing South 25° 32' 12" West; thence along a curve to the left 37.37 feet, said curve having a radius of 117.00 feet and a chord of 37.21 feet, bearing South 08° 45' 09" West; thence South 00° 23' 50" East 152.35 feet; thence North 89° 36' 10" East 250.30 feet; thence South 00° 23' 50" East 20.00 feet to the beginning.</p> <p>PARCEL B:</p> <p>A parcel of land in the Northeast ¼ of Section 26 and the Southeast ¼ of Section 23, Town 3 North, Range 2 West, Delhi Township, Ingham Count, Michigan, the surveyed boundary of said parcel described as: Commencing at the Northeast corner of said Section 26 and the Southeast corner of said Section 23; thence South 00° 16' 30" East along the East line of said Section 26 a distance of 126.50 feet; thence South 89° 29' 06" West 218.77 feet to the point of beginning of this description; thence South 89° 29' 06" West 31.17 feet; thence North 00° 16' 30" West parallel with the East line of said Section 26 a distance of 40.31 feet; thence North 00° 30' 54" West parallel with the East line of said Section 23</p>

		<p>a distance of 257.68 feet; thence North 89° 29' 06" East 31.00 feet; thence South 00° 30' 54" East parallel with said East line of said Section 23 a distance of 297.99 feet to the point of beginning.</p> <p>Subject to and together with an easement for ingress and egress described as: Commencing at the Southeast corner of Section 23, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan; thence North 00° 23' 50" West, also being the East section line of said Section 23, 151.50 feet to the point of beginning; thence South 89° 36' 10" West 316.30 feet; thence North 00° 23' 50" West 172.35 feet; thence along a curve to the right 58.45 feet, said curve having a radius of 183.00 feet and a chord of 58.20 feet, bearing North 08° 45' 09" East; thence along a curve to the right 142.04 feet, said curve having a radius of 533.00 feet and a chord of 141.62 feet bearing North 25° 32' 12" East; thence along a curve to the right 101.31 feet said curve having a radius of 183.00 feet and a chord of 100.02 feet bearing North 49° 01' 50" East; thence North 64° 53' 24" East 75.56 feet; thence South 25° 06' 36" East 66.00 feet; thence South 64° 53' 24" West 75.56 feet; thence along a curve to the left 64.77 feet, said curve having a radius of 117.00 feet and a chord of 63.95 feet, bearing South 49° 01' 50" West; thence along a curve to the left 124.45 feet; said curve having a radius of 467.00 feet and a chord of 124.08 feet, bearing South 25° 32' 12" West; thence along a curve to the left, 37.37 feet, said curve having a radius of 117.00 feet and a chord of 37.21 feet, bearing South 08° 45' 09" West; thence South 00° 23' 50" East 152.35 feet; thence North 89° 36' 10" East 250.30 feet; thence South 00° 23' 50" East 20.00 feet to the point of beginning.</p> <p>PARCEL C: A parcel of land in the Northeast ¼ of Section 26, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, the surveyed boundary of said parcel describes as: Commencing at the Northeast corner of said Section 26; thence South 00° 16' 30" East along the East line of said Section 26 a distance of 126.50 feet to the point of beginning of this description; thence South 00° 16' 30" East continuing along said East line 271.09 feet; thence South 88° 44' 16" West 130.94 feet; thence Northwesterly 185.80 feet along a curve to the right, said curve having a delta angle of 90° 59' 12", a radius of 117.00 feet, and a chord length of 166.88 feet bearing North 45° 46' 06" West; thence North 00° 16' 30" West parallel with said East line 155.32 feet; thence North 89° 29' 06" East 249.94 feet to the point of beginning.</p>
	<p>Leased:</p> <ul style="list-style-type: none"> <li>2046 Depot, Building B, Holt, Michigan</li> </ul>	<p>Situated in the Township of Delhi, County of Ingham, State of Michigan is described as follows:</p> <p>PARCEL 1: That part of Lot 12 AND the West 49 feet of Lot 13, Hacker Fruit Farms, Delhi Township, Ingham County, according to the recorded plat thereof, as recorded in Liber 11 of Plats, Page 36, Ingham County Records. Further described as beginning on that West Line of Lot 12 and the West line of Section 13, Town 3 North, Range 2 West, North 00° 28' 10" West, 183.00 feet from the Southwest corner of said Section; thence North 00° 28' 10" West 394.50 feet along the aforesaid West line of Lot 12 to the Northwest corner of Lot 12; thence East 184.00 feet along the Northerly line of Lots 12 and 13; thence Southerly along the East line of the West 49 feet of Lot 13, 293.88 feet; thence South 89° 34' 35" West 83.29 feet; thence South 00° 10' 44" East 100.00 feet; thence West 100.00 feet to the point of beginning.</p> <p>PARCEL 2: A parcel which is a part of Lot 23, Supervisor's Plat No. 11, lying in the Southeast ¼ of Southeast ¼ Section 14, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, described as beginning on the East Section line North 00° 28' 10" West 181.00 feet from the Southeast corner of Section 14; thence continuing North 00° 28' 10" West, 65.00 feet; thence South 73° 12' 00" West 50.04 feet, thence South 43° 42' 57" East 69.01 feet to the point of beginning.</p>

		<p>PARCEL 3: That part of Lot 23, Supervisor's Plat No. 11, consisting of all of King's Plat of Village of Delhi, part of Thorburn's Plat of Holt, all of Supervisor's Plat No. 4 and adjoining lands located on the East ½ of Section 14 on the West ½ of Section 13, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, according to the recorded plat thereof, as recorded in Liber 13 of Plats, Pages 32 and 33, Ingham County Records; described as: Beginning on the East line of said Lot 23, at a point which is South 00° 18' East 748.75 feet from the Northeast corner of said Lot, thence South 66° 05' West, 193.5 feet to the Westerly line of said Lot 23, thence Southeasterly along the Westerly line of said Lot 144.00 feet, thence North 73° 21' East 122.2 feet to the East line of said Lot 23, thence North 00° 18' West along the East line of Lot 174.1 feet to the place of beginning.</p> <p>PARCEL 4: A parcel which is part of Lot 23, Supervisor's Plat No. 11, Delhi Township, lying in the Southeast ¼ of Southeast ¼ of Section 14, Town 3 North, Range 2 West, Delhi Township, Ingham County, Michigan, described as beginning on the East Section line North 00° 18' 00" West 246 feet from the Southeast corner of Section 14; thence continuing North 00° 18' 00" West 70.00 feet; thence South 73° 12' 00" West 104.00 feet to a point 45.00 feet from the centerline of Depot Street, thence South 43° 42' 57" East 75.22 feet; thence North 73° 12' 00" East 50.04 feet to the point of beginning.</p>
	<p>Leased:</p> <ul style="list-style-type: none"> <li>4025 Holt Road, Building D, Holt, Michigan</li> </ul>	<p>Known as 4025 Holt Road, Building D, Holt, Michigan, Delhi Township, Ingham County and further described as site #6 with an access easement through site #7, of the property more particularly described as follows:</p> <p>PARCEL "A" Part of the East ½ of the Northeast ¼, Section 23, and the West ½ of the Northwest ¼, Section 24, T3N-R2W, Delhi Charter Township, Ingham County, Michigan.</p> <p>Beginning at a point distant from the Northeast corner of said Section 23, N 89°10'00" E, 657.70 feet along the North line of said Section 23, and South, 50.01 feet to the South right of way line of Holt Road; thence S 89°10'00" E, 533.36 feet along said South right of way line of Holt Road to the Southwesterly right of way of the Conrail Railroad; thence Southeasterly, 243.30 feet along said right of way on a circular curve, concave to the Northeast, with a Radius of 5,673.45 feet, a Delta Angle of 02°26'08", and a Long Chord which bears S 31°06'03" E, 243.28 feet, to a point on the East line of said Section 23, which is S 00°17'56" E, 256.51 feet from said Northeast corner of Section 23; thence Southeasterly, 1,301.77 feet along said railroad right of way on a circular curve, concave to the Northeast with a Radius of 5,673.45 feet, a Delta Angle of 13°01'54"; and a Long Chord which bears S 38°50'09" E, 1,298.97 feet to the point of tangency, thence S 45°21'05" E, 82.86 feet along said railroad right of way to the East and West 1/8 line of said Northwest ¼, Section 24: thence S 89°51'16" E, 465.81 feet to the Southeast corner of the Northwest ¼ of said Section 24; thence S 00°00'02" W, 1,324.22 feet to the Southeast corner of the Southwest ¼ of said Northwest ¼ of Section 24; thence N 89°51'15" W, 1,326.69 feet to the East ¼ corner of said Section 23; thence N 89°54'38" W, 990.18 feet along the East and West ¼ line of said Section 23, to the Easterly right of way of South Cedar Street; thence Northwesterly 25.33 feet along said street right of way, on a circular curve, concave to the Southwest, with a Radius of 2,974.93 feet, a Delta Angle of 00°29'16", and a Long Chord which bears N 29°38'02" W, 25.33 feet; thence S 89°54'38" E, 672.17 feet, parallel to and 22.00 feet from said East and West ¼ line of Section 23; thence N 16°35'23" E, 154.94 feet; thence N 22°35'23" E, 482.75 feet; thence N 07°34'38" W, 8.11 feet; thence N</p>



		08'21'35" W, 465.62 feet; thence N 07'25'05" W, 242.37 feet to a point on the East and West 1/8 line of said Northeast ¼ of Section 23, which is N 89'32'29" W, 194.00 feet from the Southwest corner of the Northwest ¼ of said Northwest ¼ of Section 24; thence N 89'32'29" W, 12.50 feet along said East and West 1/8 line of the Northeast ¼ of Section 23; thence N 05'59'59" W. 422.06 feet; thence N 33'00'00" W. 760.00 feet; thence North, 224.99 feet to the point of beginning.
	Leased: <ul style="list-style-type: none"> <li>199 Mt. Pleasant Rd., Collierville, Tennessee</li> </ul>	Approximately 16,000 square feet located on a tract of land lying in the northwest corner of Mt. Pleasant Road at its intersection with South Street in Collierville, Tennessee, and more particularly described as follows:  Beginning at the intersections of the centerline of Mt. Pleasant Road with the north line of South Street; thence North 87.09833 degrees West 341.96 feet to the southwest corner of subject; thence North 1.1711 degrees East 359.76 feet to the northwest corner of subject; thence North 83.61139 degrees East 274.54 feet to the northeast corner of subject; thence South 8.55861 degrees East 412.13 feet to the point of beginning and within the rights of way of South Street and Mt. Pleasant Road leaving a net area of 102,597 square feet or 2.3553 net acres.
	Leased: <ul style="list-style-type: none"> <li>9976 (formerly 9974) and 9968 Springfield Pike, Cincinnati, Ohio</li> </ul>	The entire 18,000 square feet concrete block building, and 1,500 sq. ft., with a 30 foot height annex, together with the paved parking lot portion which is immediately contiguous only to that building being occupied by the "Tenant" as of October 31 <sup>st</sup> 2001, and including all "Landlord" use rights to the Jointly owned improved roadway between the building and Springfield Pike – such premises, parking lot and roadway being more fully described as follows:  Beginning at a point in the centerline of Springfield Pike 149.62 feet north of the southwest corner of said Lot 3, thence South 87 degrees 53' East 402.26 feet; thence South 2 degrees 07' West 149.60 feet; thence South 87 degrees 53' East 352.29 feet; thence North 6 degrees 48' West 161.55 feet; thence North 87 degrees 53' West 729.58 feet, to the centerline of Springfield Pike, thence South 1 degree 15' West 10.00 feet to the point of beginning. Subject to ten foot wide easement 729.58 feet extending easterly from the centerline of Springfield Pike more or less to the owners and lesses of contiguous properties along the north and south edge of the ten foot leg of the above described property. Subject to legal highways, to wit: Springfield Pike as recorded in Deed Book 3656, page 906 of the Hamilton County, Ohio records.  -----  Known as 9968 Springfield Pike, Cincinnati, Ohio 45215, and Section 4, Town 3, Entire Range 1, Township of Springdale, being part of Lot 3 in Washington McLean Subdivision and more particularly described as follows:  Beginning at a point in the centerline of Springfield Pike 139.62 feet north of the southwest corner of Lot 3; thence South 87 degrees 53' East 262.11 feet; thence South 2 degrees 07' West 139.60 feet; thence South 87 degrees 53' East 140.00 feet; thence North 2 degrees 07' East 149.60 feet; thence North 87 degrees 53' West 402.26 feet to the centerline of Springfield Pike; thence South 1 degree 15' West 10.00 feet to the point of beginning. Subject to a ten foot wide easement extending easterly from the centerline of Springfield Pike 262.11, more or less, to the owners and lesses of the continuous properties to the north of the above described property. Subject to all legal highway.
	Leased: <ul style="list-style-type: none"> <li>7124 Hwy 178, Olive Branch, Mississippi</li> </ul>	Lot 3, First Revision, Mineral Wells Commercial S/D
CEP Bio-Coat, LLC ("CEP Bio-Coat")	Owned: <ul style="list-style-type: none"> <li>21211 Bridge Street, Southfield, MI</li> </ul>	Lot(s) 21, Industrial Park Subdivision, according to the recorded plat thereof, as recorded in Liber 138 of Plats, Page 24 through 26.

	Leased: • 21249 Bridge Street, Southfield, MI	Lot 22, Industrial Park Subdivision, according to the recorded Plat thereof, as recorded in Liber 138 of Plats, Page 24 through 26. Tax ID Number 24-32-402-015
CEP Bio-Vac, LLC ("CEP Bio-Vac")	Leased: • 21316 Bridge Street, Southfield, MI	Lot 38 and North 60 Feet of Lot 39, Industrial Park Subdivision, according to the recorded Plat thereof, as recorded in Liber 138 of Plats, Page 24 through 26. Tax ID Number 24-32-402-038

Name and Address of Record Owner:

**AST Acquisition, LLC**  
(d/b/a **Stealth Medical Technologies – and-  
Stealth Engineering & Technologies**)

Address of Property	Name and Address of Record Owner
1485 Cedar Street Holt, MI	Cedar Street Properties, LLC c/o Michael Miller 4251 Hulett Rd. Okemos, MI 48864
1489 Cedar Street Holt, MI	Cedar Street Properties, LLC c/o Michael Miller 4251 Hulett Rd. Okemos, MI 48864
2046 Depot, Building B Holt, MI	MEM Leasing, Inc. c/o Michael Miller 4251 Hulett Rd. Okemos, MI 48864
4025 Holt Road, Building D Holt, MI	D.J. Goff P.O. Box 219 Holt, MI 48842
7124 Hwy 178 Olive Branch, MS	Trivest Corporation c/o Earl Warren P.O. Box 767 Olive Branch, MS 38654
9976/9968 Springfield Pike Cincinnati, OH	Graham & Graham Property Trust c/o Don Graham 9974 Springfield Pike Cincinnati, OH 45215
199 Mount Pleasant Rd Collierville, TN	Collierville Business Center 153 North Main St., Ste. 204 Collierville, TN 38017

**CEP Bio-Coat, LLC**

<b>Address of Property</b>	<b>Name and Address of Record Owner</b>
21249 Bridge Street Southfield, MI	Bio-Vac Investment C/o Lee Allen Stouse 2698 Canfield Trail Brighton, MI 48114
21211 Bridge Street Southfield, MI	CEP Bio-Coat, LLC 21211 Bridge Street Southfield, MI

**CEP Bio-Vac, LLC**

<b>Address of Property</b>	<b>Name and Address of Record Owner</b>
21316 Bridge Street Southfield, MI	Bio-Vac Investment C/o Lee Allen Stouse 2698 Canfield Trail Brighton, MI 48114

**Unique Instruments, Inc.**

<b>Address of Property</b>	<b>Name and Address of Record Owner</b>
Building A, Ivy Brook Rd. Sheldon, CT	Taurus STAP Sheldon, LLC 118 Milk Street Boston MA 02109

**Unique Design & Development LLC**

<b>Address of Property</b>	<b>Name and Address of Record Owner</b>
225 East Morley Drive Saginaw, MI	Ancon Associates of Saginaw 1485 Lochridge Drive Bloomfield, MI 48722

**EXHIBIT "D"**

(See Sections 3.10 and 4.1.6 of Security Agreement)

**EXISTING LIENS ON THE COLLATERAL****Unique Instruments, Inc.**

<u>Secured Party</u>	<u>Collateral</u>	<u>Initial Filing Date</u>	<u>Jurisdiction</u>
Banc One Leasing Corporation	Leased equipment	7/3/2000	MI DOS
Banc One Leasing Corporation	Leased equipment	7/31/2000	MI DOS

**Unique Design & Development LLC**

None other than the Administrative Agent

**AST Acquisition, LLC**

<u>Secured Party</u>	<u>Collateral</u>	<u>Initial Filing Date</u>	<u>Jurisdiction</u>
Citicorp Vendor Finance, Inc. and citicapital	1 Haas SL-20 Big Bore CNC Lathe and 1 Haas VF-3 CNC vertical machining center	9/21/2001	DE SOS
Citicorp Leasing, Inc.	1 new Mitsubishi model FGC40KLP (s/n AF87A00061 183" Mast, 54" FO rks and sideshifter	7/14/2004	DE SOS
Citicorp Del Lease, Inc.	1 new Mitsubishi model FGC40K (s/n AF8700527) FFT mast, sideshifter, LP gas	3/8/2002	MI DOS
Banknorth Leasing Corp.	Leased equipment	2/3/2005	MI DOS

**CEP Bio-Coat, LLC**

None

**CEP Bio-Vac, LLC**

None

## **EXHIBIT "E"**

### List of Pledged Securities (See Section 3.13 of Security Agreement)

#### A. STOCKS:

<u>Owner</u>	<u>Issuer</u>	<u>Certificate Number</u>	<u>Number of Units</u>
AST Acquisition, LLC	CEP Bio-Coat, LLC	1	100,000
AST Acquisition, LLC	CEP Bio-Vac, LLC	1	100,000
Unique Instruments, Inc.	Unique Design & Development LLC	[uncertificated]	

#### B. BONDS:

<u>Issuer</u>	<u>Number</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
None				

#### C. GOVERNMENT SECURITIES:

<u>Issuer</u>	<u>Number</u>	<u>Type</u>	<u>Face Amount</u>	<u>Coupon Rate</u>	<u>Maturity</u>
None					

#### D. OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED):

<u>Issuer</u>	<u>Description of Collateral</u>	<u>Percentage Ownership Interest</u>
None		

**EXHIBIT "F"**

(See Section 3.1 of Security Agreement)

**OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED**

<b>Unique Instruments, Inc.</b>	Michigan Department of State Saginaw County, Michigan
<b>Unique Design &amp; Development LLC</b>	Michigan Department of State
<b>AST Acquisition, LLC</b>	Delaware Secretary of State
<b>CEP Bio-Coat, LLC</b>	Delaware Secretary of State Oakland County, Michigan
<b>CEP Bio-Vac, LLC</b>	Delaware Secretary of State

**EXHIBIT "G"**

(See Section 3.6 of Security Agreement)

**ASSUMED NAMES**

Obligor

AST Acquisition, LLC

Assumed Name

Stealth Medical Technologies, LLC  
Stealth Engineering Technologies, LLC

**SCHEDULE "1"**

(See Section 3.3 of Security Agreement)

<b><u>Company</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Type of Organization</u></b>
Unique Instruments, Inc.	Michigan	Corporation
Unique Design & Development LLC	Michigan	Limited Liability Company
AST Acquisition, LLC	Delaware	Limited Liability Company
CEP Bio-Coat, LLC	Delaware	Limited Liability Company
CEP Bio-Vac, LLC	Delaware	Limited Liability Company

(See Sections 3.11 and 3.12 of Security Agreement)

<b><u>Company</u></b>	<b><u>Federal Employer Identification No.</u></b>	<b><u>State Organization No.</u></b>
Unique Instruments, Inc.	38-2155295	183842
Unique Design & Development LLC	20-0875207	B8521P
AST Acquisition, LLC	38-3535905	3921483
CEP Bio-Coat, LLC	20-2716926	3956780
CEP Bio-Vac, LLC	20-2716901	3956805