

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
Newton Instrument Company		06/29/2005	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance LLC		
Street Address:	3000 Town Center		
Internal Address:	Suite 280		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2650333	ENEWTON	
Registration Number:	2367434	NEWTON INSTRUMENT COMPANY, INC.	
CORRESPONDENCE DATA			
Fax Number:	(704)378-4890		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	704-378-4700		
Email:	hbarnes@hunton.com		
Correspondent Name:	Haywood A. Barnes, Esq.		
Address Line 1:	101 South Tryon Street		
Address Line 2:	Suite 3500		
Address Line 4:	Charlotte, NORTH CAROLINA 28280		
NAME OF SUBMITTER:	Ann Vandiver, Paralegal		
Signature:	/s/ Ann Vandiver		

CH \$65.00 2650333

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TRADEMARK
REEL: 003122 FRAME: 0569

Date:

07/18/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of the 29th day of June, 2005, by and between NEWTON INSTRUMENT COMPANY, a North Carolina corporation, (the "Grantor"), and GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Loan and Security Agreement, dated the date hereof, between the Grantor and the Secured Party, as from time to time amended, modified, supplemented or restated (the "Loan Agreement").

WHEREAS, the Grantor has, pursuant to the Loan Agreement granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor, in, to and under the Collateral, including, without limitation, the Grantor's Intellectual Property, as collateral security for the payment and performance in full when due of the Obligations; and

WHEREAS, the Grantor and the Secured Party wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference (the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby grants unto the Secured Party a security interest in and lien on all of its right, title and interest in the Trademarks, as collateral security for the payment and performance in full when due of the Obligations. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signatures on next page]

IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement
as an instrument as of the date first written above.

NEWTON INSTRUMENT COMPANY, Grantor

By: 

Name: Walter L. Newton

Title: President

Acknowledged and Agreed:

GMAC COMMERCIAL FINANCE LLC,
Secured Party

By: _____

Name: Edward Hill

Title: Senior Vice President


IN WITNESS WHEREOF, the Grantor has executed this Trademark Security Agreement
as an instrument as of the date first written above.

NEWTON INSTRUMENT COMPANY, Grantor

By: _____
Name: Walter L. Newton
Title: President

Acknowledged and Agreed:

GMAC COMMERCIAL FINANCE LLC,
Secured Party

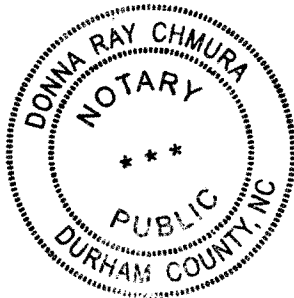
By:  _____
Name: Edward Hill
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF NORTH CAROLINA)
)
COUNTY OF Durham) ss.

On this 28th day of June, 2005 before me personally appeared Walter L. Newton, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NEWTON INSTRUMENT COMPANY, who being by me duly sworn did depose and say that he is a manager of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}



Donna Ray Chmura
Notary Public

My Commission Expires: 4-30-10

_SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Applications

NONE

Trademarks

Trademark	Registration #	Registration Date
ENEWTON	2,650,333	11/12/02
NEWTON INSTRUMENT COMPANY, INC.	2,367,434	7/18/00