TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EAG Acquisition, LLC		109/02/2005	LIMITED LIABILITY COMPANY: DELAWARE
Cascade Scientific Labs, Inc.		09/02/2005	CORPORATION: CALIFORNIA
EAG Holdings LLC		109/02/2005	LIMITED LIABILITY COMPANY: DELAWARE
Evans Taiwan LLC		109/02/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.	
Street Address:	2 Bethesda Metro Center, 14th Floor	
Internal Address:	Attn: Brett Hyman	
City:	Bethesda	
State/Country:	MARYLAND	
Postal Code:	20814	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75256524	CEA
Serial Number:	75256550	CEA
Serial Number:	74553458	CHARLES EVANS & ASSOCIATES
Serial Number:	78102526	EVANS ANALYTICAL GROUP
Serial Number:	75810309	EVANS ON-SITE
Serial Number:	78102537	EAGLABS
Serial Number:	78102506	REPLOT-PXT
Serial Number:	78102500	CONTROL-PXT
Serial Number:	73372094	SURFACE SCIENCE

TRADEMARK " REEL: 003168 FRAME: 0496

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Serial Number:	76139799			
CORRESPONDENCE DATA				
Fax Number:	(301)654-6714			
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.				
Phone:	301 841-1359			
Email:	brett.hyman@americancapital.com			
Correspondent Name:	American Capital Strategies, Ltd			
Address Line 1:	2 Bethesda Metro Center, 14th Floor			
Address Line 2:	Attn: Brett Hyman			
Address Line 4:	Bethesda, MARYLAND 20814			
NAME OF SUBMITTER:		Brett Hyman		
Signature:		/Brett Hyman/		
Date:		10/03/2005		

Total Attachments: 4

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 2, 2005, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the Purchase Agreement referred to below) (in such capacity, the "Agent").

RECITALS:

- A. Pursuant to the Purchase Agreement dated as of September 2, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), among EAG HOLDINGS LLC ("Holdings"), EAG ACQUISITION, LLC (the "Company"), the Purchasers party thereto from time to time and ACFS, as agent for the Purchasers party thereto from time to time, the Purchasers have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;
- B. Holdings has guaranteed the Obligations pursuant to the Parent Guaranty, and the Subsidiary Guarantors have guaranteed the Obligations pursuant to the Subsidiary Guarantyt; and
- C. All the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers and the Agent to enter into the Purchase Agreement and to induce the Purchasers to make their respective extensions of credit to the Company thereunder, each Grantor hereby agrees with the Agent as follows:

SECTION 1.DEFINED TERMS

1.1 Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

2.1 Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent, for the benefit of the Secured Parties, and grants to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its

right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. Security Agreement

3.1 The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

Signatures Appear on Next Page

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Title:

Very truly yours,
EAG ACQUISITION, LLC:
as Grantor
Ву
Name:
Title:
EAG HOLDINGS LLC:
as Grantor
11/00
By And Caucal
Name:
Tiple:
ν
CASCADE SCIENTIFIC LABS, INC.:
as Grantor
By
Name:
Title:
EVANS TAIWAN LLC
as Grantor
Ву
Nama:

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ACCEPTED AND AGREED as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent

By

Name:

Title

Trademark Security Agreement Signature Page

RECORDED: 10/03/2005