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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of conveyance to Security Interest previously recorded on Reel 003168 Frame 0496.  Assignor(s) hereby confirms the change from 'Assigns the entire interest and goodwill' to Security Interest.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
EAG Acquisition, LLC		09/02/2005	LIMITED LIABILITY COMPANY: DELAWARE
Cascade Scientific Labs, Inc.		09/02/2005	CORPORATION: CALIFORNIA
EAG Holdings LLC		09/02/2005	LIMITED LIABILITY COMPANY: DELAWARE
Evans Taiwan LLC		09/02/2005	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
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:	10/27/2005

Total Attachments: 4

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#### RECEIPT INFORMATION

ETAS ID:

TM40732

Receipt Date:

10/27/2005

Fee Amount:

\$265

## TRADEMARK ASSIGNMENT

ACAS

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		14.150/032/20115 I	LIMITED LIABILITY COMPANY: DELAWARE
Cascade Scientific Labs, Inc.		09/02/2005	CORPORATION: CALIFORNIA
EAG Holdings LLC		309/02/2005 I	LIMITED LIABILITY COMPANY: DELAWARE
Evans Talwan LLC		1109/02/2005 1	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

American Capital Financial Services, Inc.	
2 Bethesda Metro Center, 14th Floor	
Attn: Brett Hyman	
Bethesda	
MARYLAND	
20814	
CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	75256524	CEA
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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

REEL: 003168 FRAME: 0496 REEL: 003297 FRAME: 0933

76139799 Serial Number: **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 source=trademark#page1.tif source=trademark#page2.tif source=trademark#page3.tif source=trademark#page4.tif

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REEL: 003168 FRAME: 0497
REEL: 003297 FRAME: 0934

# 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

TRADEMARK REEL: 003297 FRAME: 0935 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

TRADEMARK REEL: 003297 FRAME: 0936 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.

Very truly yours,

EAG ACQUISITION, LLC:

as Grantor

By Name: Title:

EAG HOLDINGS LLC:

as Grantor

Name:

CASCADE SCIENTIFIC LABS, INC.:

as Grantor

By \_\_\_ Name:

Title:

**EVANS TAIWAN LLC** 

as Grantor

Ву

Name: Title:

Trademark Security Agreement Signature Page

TRADEMARK

REEL: 003297 FRAME: 0937

ACCEPTED AND AGREED as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent

Name: Mying 4; Title: Knewal

Trademark Security Agreement Signature Page