

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
Perceptics, LLC		10/03/2006	LIMITED LIABILITY COMPANY: TENNESSEE
RECEIVING PARTY DATA			
Name:	Banyan Mezzanine Fund, L.P.		
Street Address:	1395 Brickell Avenue		
Internal Address:	Suite 900		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1337664	PERCEPTICS	
Registration Number:	1527960	KNOWLEDGE SHAPER	
Registration Number:	1441895	LASERWARE WORMS-11	
CORRESPONDENCE DATA			
Fax Number:	(336)607-7500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	336-607-7300		
Email:	wstrademarks@kilpatrickstockton.com		
Correspondent Name:	William M. Bryner, Esq.		
Address Line 1:	1001 West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	56024-334319		
NAME OF SUBMITTER:	William M. Bryner		

OP \$90.00 1337664

Signature:	/William M. Bryner/
Date:	10/03/2006
Total Attachments: 4 source=Banyan Mezzanine security agreement#page1.tif source=Banyan Mezzanine security agreement#page2.tif source=Banyan Mezzanine security agreement#page3.tif source=Banyan Mezzanine security agreement#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") dated October 3, 2006, is between BANYAN MEZZANINE FUND, L.P., a Delaware limited partnership ("Lender") and PERCEPTICS, LLC, a Tennessee limited liability company ("Grantor").

RECITALS

A. Lender has agreed to extend advances to Grantor as described in that certain Loan and Security Agreement between Lender and Grantor, dated as of the date hereof (as modified, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, dated as of the date hereof, Lender will make such advances to Grantor only if Grantor grants Lender a security interest in all of Grantor's Copyrights, Trademarks, and Patents.

C. Grantor has granted to Lender a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

NOW THEREFORE, for good and otherwise valuable consideration, the parties hereto agree as follows (all capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Loan Agreement):

AGREEMENT

Grantor grants Lender a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedule A attached hereto), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part, but excluding any of Grantor's rights under licenses from third parties that cannot be transferred, as collateral security for the Obligations.

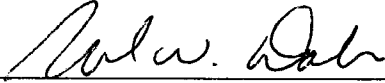
This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Lender's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Lender's rights, powers and interests are cumulative with every right, power or remedy provided herein. Lender's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

This Agreement shall be governed by the laws of the State of Florida, without regard for choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Intellectual Property Security Agreement as of the year and date first written above.

GRANTOR:

PERCEPTICS, LLC

By: 
Name (Print): John W. Dator
Title: PRESIDENT

LENDER:

BANYAN MEZZANINE FUND, L.P.

By: Banyan Investors, LLC,
its General Partner

By: _____
Name (Print): _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have signed this Intellectual Property Security Agreement as of the year and date first written above.

GRANTOR:

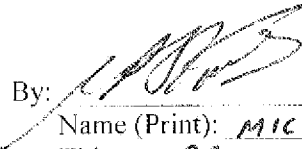
PERCEPTICS, LLC

By: _____
Name (Print): _____
Title: _____

LENDER:

BANYAN MEZZANINE FUND, L.P.

By: Banyan Investors, LLC,
its General Partner

By: 
Name (Print): MICHAELIS STAVRINIOTIS
Title: PRINCIPAL

Schedule A

Patents

UNITED STATES PATENTS				
PATENT TITLE	PATENT NUMBER	ISSUE DATE	APPLICATION NUMBER	APPLICATION FILING DATE
Method and Apparatus for the Automatic Inspection of optically transmissive objects having a lens portion	6,201,600B1	3/13/01	08/995081	12/19/97
Method and Apparatus for the Automatic Inspection of Optically Transmissive Planar Objects	6,011,620	1/4/00	09/055,536	4/6/98
Package Seal Inspection System	5,515,159	5/7/96	386,404	2/10/95
Apparatus and Method for Reading a License Plate	5,081,685	1/14/92	277,682	11/29/88

Patent Applications

UNITED STATES PATENT APPLICATIONS			
Docket No.	APPLICATION TITLE	APPLICATION NUMBER	APPLICATION FILING DATE
000312-040	Automated Inspection of Packaging Materials for Package Integrity	10/734,358	04/05/04
000934-014	Apparatus and Method for Capturing and Displaying Images of the Undercarriage of Vehicles	PCT/US0505710	02/24/05

Trademarks

TRADEMARKS						
Trademark	Country	Status	Serial No.	File Date	Reg. No.	Reg. Date
PERCEPTICS	US	Registered	492,296	7/30/84	1337664	5/28/85
KNOWLEDGE SHAPER	US	Registered	736,966	6/27/88	1,527,960	3/7/89
LASERWARE WORMS-11	US	Registered	613,796	8/8/86	1,441,895	6/9/87