

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien IP Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metrologic Instruments, Inc.		01/16/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Morgan Stanley & Co. Incorporated		
Street Address:	One Pierrepont Plaza, 7th Floor, 300 Cadman Plaza West		
Internal Address:	Attn: Erma Dell'Aquila		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77075357	FOCUSIND	
Serial Number:	77075770	CHANGING THE WAY YOU SEE THINGS	
CORRESPONDENCE DATA			
Fax Number:	(650)838-5136		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(650) 838-3772		
Email:	emily.priest@shearman.com		
Correspondent Name:	Lucia Guh-Siesel		
Address Line 1:	Shearman & Sterling LLP		
Address Line 2:	1080 Marsh Rd.		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	35613-12214		
NAME OF SUBMITTER:	Lucia Guh-Siesel		

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TRADEMARK
REEL: 003491 FRAME: 0112

Signature:	/lucia guh-siesel/
Date:	03/01/2007
<p>Total Attachments: 10</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page1.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page2.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page3.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page4.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page5.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page6.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page7.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page8.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page9.tif</p> <p>source=Executed Metrologic IP Security Agmt Supplement (2nd Lien) with sched#page10.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated January 16, 2007, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of MORGAN STANLEY & CO. INCORPORATED, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Meteor Holding Corporation, a Delaware corporation, Metrologic Instruments, Inc., a New Jersey corporation, and the Subsidiary Guarantors (as defined in the Credit Agreement referred to below) party thereto have entered into a Second Lien Credit Agreement dated as of December 21, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Second Lien Security Agreement dated December 21, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated December 21, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (a) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or

conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(e) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Termination. This IP Security Agreement shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent, for the benefit of the Secured Parties, hereunder are subject to the provisions of that certain Intercreditor Agreement, dated as of December 21, 2006 (the "*Intercreditor Agreement*"), among Morgan Stanley & Co. Incorporated, as First Lien Representative (as defined in the Intercreditor Agreement), and Morgan Stanley & Co. Incorporated, as Second Lien Representative (as defined in the Intercreditor Agreement), and such other parties as may be added thereto from time to time in accordance with the terms thereof and as the Intercreditor Agreement may be amended or otherwise modified from time to time in accordance with the terms thereof. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

METROLOGIC INSTRUMENTS, INC.

By


Name: Michael Coluzzi
Title: Chief Financial Officer

Address for Notices:

90 Coles Road

Blackwood, NJ 08012

[Signature Page to IP Security Agreement Supplement (Second Lien)]

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

ACTIVE PATENTS					
ASSIGNEE OF RECORD	PATENT TITLE	COUNTRY	PATENT NO.	FILING DATE	ISSUE DATE
METROLOGIC INSTRUMENTS, INC.	BAR CODE SYMBOL READING SYSTEM EMPLOYING ELECTRONICALLY-CONTROLLED RASTER-TYPE LASER SCANNER FOR READING BAR CODE SYMBOLS DURING HANDS-ON AND HANDS FREE MODES OF OPERATION	SINGAPORE	71588 ¹	9/16/98	7/24/01
METROLOGIC INSTRUMENTS, INC.	AUTOMATED SYSTEM AND METHOD FOR IDENTIFYING AND MEASURING PACKAGES TRANSPORTED THROUGH A LASER SCANNING TUNNEL	CHINA	1302417 ²	3/24/99	1/25/06
METROLOGIC INSTRUMENTS, INC.	HOLOGRAPHIC LASER SCANNING SYSTEM AND PROCESS AND APPARATUS AND METHODS FOR DESIGNING AND CONSTRUCTING THE SAME	CHINA	1209892 ³	12/18/96	9/7/05
METROLOGIC INSTRUMENTS, INC.	HOLOGRAPHIC LASER SCANNING SYSTEM AND PROCESS AND APPARATUS AND METHODS FOR DESIGNING AND CONSTRUCTING THE SAME	SINGAPORE	53956 ⁴	12/18/96	10/19/99
METROLOGIC INSTRUMENTS, INC.	WEB-ENABLED SYSTEM AND METHOD FOR DESIGNING AND MANUFACTURING LASER SCANNERS	SINGAPORE	68340 ⁵	5/12/98	3/7/02
METROLOGIC INSTRUMENTS, INC.	SYSTEM AND METHOD FOR ACCESSING INTERNET-BASED INFORMATION RESOURCES BY SCANNING JAVA-APPLET ENCODED BAR CODES SYMBOLS	SINGAPORE	65501 ⁶	11/24/97	3/15/02
METROLOGIC INSTRUMENTS, INC.	SYSTEM AND METHOD FOR CARRYING OUT INFORMATION-RELATED TRANSACTIONS	SINGAPORE	65499 ⁷	11/24/97	6/30/05
METROLOGIC INSTRUMENTS, INC.	BAR CODE DRIVEN SYSTEMS FOR ACCESSING INFORMATION RESOURCES ON THE INTERNET	SINGAPORE	65500 ⁸	11/24/97	5/22/01

¹ 200001352-4 had erroneously been listed as the patent no. The correct patent no. is 71588.

² 99806561-7 had erroneously been listed as the patent no. The correct patent no. is 1302417.

³ 96180004-6 had erroneously been listed as the patent no. The correct patent no. is 1209892.

⁴ 9803331-9 had erroneously been listed as the patent no. The correct patent no. is 53956.

⁵ 9904920-7 had erroneously been listed as the patent no. The correct patent no. is 68340.

⁶ 9902322-8 had erroneously been listed as the patent no. The correct patent no. is 65501.

⁷ 9902320-2 had erroneously been listed as the patent no. The correct patent no. is 65499.

ACTIVE PATENTS					
ASSIGNEE OF RECORD	PATENT TITLE	COUNTRY	PATENT NO.	FILING DATE	ISSUE DATE
METROLOGIC INSTRUMENTS, INC	PLIIM-BAED BIOPTICAL PRODUCT AND PRODUCE IDENTIFICATION SYSTEM	UNITED STATES	7152795 ⁹	2/5/2002	12/26/06
METROLOGIC INSTRUMENTS, INC	BAR CODE SYMBOL SCANNING SYSTEM HAVING MULTIPLE SCANNING STATIONS FOR PRODUCING A 3-D SCANNING VOLUME FREE OF SUBSTANTIALLY AND TEMPORALLY COINCIDENT SCANNING PLANES	UNITED STATES	7152796 ¹⁰	1/10/2005	12/26/06
METROLOGIC INSTRUMENTS, INC	AUTOMATICALLY-ACTIVATED HAND-SUPPORTABLE LASER SCANNING BAR CODE SYMBOL READING SYSTEM WITH DATA TRANSMISSION ACTIVATION SWITCH	UNITED STATES	7156310 ¹¹	12/8/2003	1/2/07
METROLOGIC INSTRUMENTS, INC	OPTICAL INSTRUMENT EMPLOYING A WAVEFRONT SENSOR CAPABLE OF COARSE AND FINE PHASE MEASUREMENT CAPABILITIES DURING FIRST AND SECOND MODES OF OPERATION	UNITED STATES	7161128 ¹²	8/25/2003	1/9/07

⁸ 9902321-0 had erroneously been listed as the patent no. The correct patent no. is 65500.

⁹ This was previously listed as a pending patent application.

¹⁰ This was previously listed as a pending patent application.

¹¹ This was previously listed as a pending patent application.

¹² This was previously listed as a pending patent application.

PENDING PATENT APPLICATIONS				
ASSIGNEE OF RECORD	TITLE	COUNTRY	APPLICATION NO.	FILING DATE
METROLOGIC INSTRUMENTS, INC.	DIGITAL-IMAGING CODE SYMBOL READING SYSTEM SUPPORTING AUTOMATIC PROGRAMMING OF SYSTEM PARAMETERS FOR AUTOMATIC CONFIGURATION OF SAID SYSTEM IN HANDS-ON AND HANDS-FREE MODES OF OPERATION	US	11/635,435 ¹³	12/7/2006
METROLOGIC INSTRUMENTS, INC.	HOLOGRAPHIC LASER SCANNING SYSTEM AND PROCESS AND APPARATUS AND METHODS FOR DESIGNING AND CONSTRUCTING THE SAME	BRAZIL ¹⁴	9612066-5	12/18/1996
METROLOGIC INSTRUMENTS, INC.	INFORMATION CONFIRMATION SYSTEM	US ¹⁵	NOT YET RECEIVED	11/20/2006
METROLOGIC INSTRUMENTS, INC.	LIGHT ACTIVATED RADIO FREQUENCY IDENTIFICATION CONVEYANCE SYSTEM	US ¹⁶	NOT YET RECEIVED	11/6/2006
METROLOGIC INSTRUMENTS, INC.	RADIO FREQUENCY IDENTIFICATION ANTENNA SWITCHING IN A CONVEYOR SYSTEM	US ¹⁷	NOT YET RECEIVED	11/6/2006
METROLOGIC INSTRUMENTS, INC.	HOLOGRAPHIC LASER SCANNING SYSTEM HAVING MULTIPLE LASER SCANNING STATIONS FOR PRODUCING A 3-D SCANNING VOLUME SUBSTANTIALLY FREE OF SPATIALLY AND TEMPORALLY COINCIDENT SCANNING PLANES	US	11/640,538 ¹⁸	12/15/2006
METROLOGIC INSTRUMENTS, INC.	AUTOMATICALLY-ACTIVATED HAND-SUPPORTABLE LASER SCANNING BAR CODE SYMBOL READING SYSTEM WITH DATA TRANSMISSION ACTVATION SWITCH	US	NOT YET ASSIGNED ¹⁹	12/29/2006

¹³ The application no. for this patent application was not yet assigned as of the Closing Date. The new application no. is 11/635,435.

¹⁴ The country for this patent application was not listed as of the Closing Date. The country is Brazil.

¹⁵ The country for this patent application was not listed as of the Closing Date. The country is US.

¹⁶ The country for this patent application was not listed as of the Closing Date. The country is US.

¹⁷ The country for this patent application was not listed as of the Closing Date. The country is US.

¹⁸ This is a new pending patent application.

¹⁹ This is a new pending patent application.

PENDING PATENT APPLICATIONS				
ASSIGNEE OF RECORD	TITLE	COUNTRY	APPLICATION NO.	FILING DATE
METROLOGIC INSTRUMENTS, INC.	METHODS OF AND SYSTEMS FOR PRODUCING DIGITAL IMAGES OF OBJECTS WITH SUBSTANTIALLY REDUCED SPECKLE-NOISE POWER BY ILLUMINATING SAID OBJECTS WITH WAVEFRONT-CONTROLLED PLANAR LASER ILLUMINATION BEAMS	US	NOT YET ASSIGNED ²⁰	12/13/2006
METROLOGIC INSTRUMENTS, INC.	DIGITAL IMAGE CAPTURE AND PROCESSING ENGINE EMPLOYING OPTICAL WAVEGUIDE TECHNOLOGY FOR COLLECTING AND GUIDING LED-BASED ILLUMINATION DURING OBJECT ILLUMINATION AND IMAGE CAPTURE MODES OF OPERATION	US	NOT YET ASSIGNED ²¹	12/29/2006
METROLOGIC INSTRUMENTS, INC.	AUTOMATIC IMAGING-BASED CODE SYMBOL READING SYSTEM SUPPORTING A MULTI-TIER MODULAR SOFTWARE ARCHITECTURE, AUTOMATIC ILLUMINATION CONTROL, AND VIDEO IMAGE CAPTURE AND PROCESSING TECHNIQUES	US	NOT YET ASSIGNED ²²	12/29/2006
METROLOGIC INSTRUMENTS, INC.	DIGITAL IMAGE CAPTURE AND PROCESSING SYSTEM EMPLOYING MULTI-LAYER SOFTWARE-BASED SYSTEM ARCHITECTURE PERMITTING MODIFICATION AND/OR EXTENSION OF SYSTEM FEATURES AND FUNCTIONS BY WAY OF THIRD PARTY CODE PLUG-INS	US	11/640,814 ²³	12/18/06
METROLOGIC INSTRUMENTS, INC.	DIGITAL IMAGE CAPTURE AND PROCESSING SYSTEM PERMITTING MODIFICATION AND/OR EXTENSION OF SYSTEM FEATURES AND FUNCTIONS	US	NOT YET ASSIGNED ²⁴	12/18/2006

²⁰ This is a new pending patent application.

²¹ This is a new pending patent application.

²² This is a new pending patent application.

²³ This is a new pending patent application.

²⁴ This is a new pending patent application.

Assignee of Record	Title	Issued / Applied	Application No.	Patent No.	File Date	Issue Date
Metrologic Instruments, Inc.	Smart Electronic Label Employing Electronic Ink	US Issued	09/760,363 ²⁵	6,753,830 B2	1/12/2001	06/22/2004
Metrologic Instruments, Inc.	Smart Electronic Label Employing Electronic Ink	US Issued	09/393,553 ²⁶	6,924,781 B1	9/10/1999	08/02/2005
Metrologic Instruments, Inc.	A Display Assembly Having Flexible Transistors On a Flexible Substrate	US Issued	10/300,514 ²⁷	6,885,032 B2	11/20/2002	4/26/2005

²⁵ No application no. was listed as of Closing Date. The application no. is 09/760,363.

²⁶ No application no. was listed as of Closing Date. The application no. is 09/393,553.

²⁷ No application no. was listed as of Closing Date. The application no. is 10/300,514.

SCHEDULE B
TRADEMARKS

TRADEMARKS										
				APPLICATION FILING DATES						
GRANTOR	MARK	COUNTRY	SERIAL NUMBER	ITU	SOU	REG	NOTICE OF ALLOWA NCE	PUBLICA TION DATE	REG. NUMBER	REG.
Metrologic Instruments, Inc.	FocusIND	USA	77/075357 ²⁸	1/3/2007						
Metrologic Instruments, Inc.	Changing the Way You See Things	USA	77/075770 ²⁹	1/4/2007						

²⁸ This is a new trademark.

²⁹ No serial no. was listed as of Closing Date. The serial no. is 77/075770.

SCHEDULE C

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None.