

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
SP Industries Inc.		12/31/2007	CORPORATION: DELAWARE
Kimberly-Genevac Holdings, Inc.		12/31/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	0694889	HOTPACK
Registration Number:	0814477	MINIFREEZER
Registration Number:	0846688	SGA
Registration Number:	0866270	VIRTRONICS
Registration Number:	0868158	HEINICKE
Registration Number:	0869380	VIRTIS
Registration Number:	0871284	VIRTIS
Registration Number:	0882386	QUICKSEAL
Registration Number:	0948449	VIRTIS
Registration Number:	0971284	WILMAD
Registration Number:	1015694	TAPERLOK
Registration Number:	1093179	FREEZE-MOBILE

CH \$1240.00 0694889

Registration Number:	1120417	PPI
Registration Number:	1120419	PHOENIX PRECISION INSTRUMENTS
Registration Number:	1152946	WILMAD W
Registration Number:	1563139	QUADRAFLOW
Registration Number:	1565629	MULTI-MODE
Registration Number:	1569388	DRY-BOTTOM
Registration Number:	1575939	HEIKOL
Registration Number:	1578510	HEIKOL-E
Registration Number:	1578511	HEIKOL-I
Registration Number:	1687593	DECON
Registration Number:	1735645	TORNADO
Registration Number:	1735639	CHROMWARE
Registration Number:	1766615	FILTERWARE
Registration Number:	2094300	HEIKOL-A
Registration Number:	2200422	PROCULTURE
Registration Number:	2202138	DYNALIFT
Registration Number:	2202137	PROFORMANCE
Registration Number:	2213374	BIOCHROM
Registration Number:	2212122	LG LABGLASS
Registration Number:	2215231	SHUR-LOC
Registration Number:	2266600	HULL
Registration Number:	2273826	HULL
Registration Number:	2330085	N NATIONAL
Registration Number:	2342876	HULL
Registration Number:	2349647	WILMAD LABGLASS
Registration Number:	2457246	AGITATOR
Registration Number:	2492682	HYPER-CAL
Registration Number:	2676063	W WILMAD
Registration Number:	0876038	FLUO-WAR
Registration Number:	2432784	MAXI COOL
Registration Number:	2505955	LYOSTAR
Registration Number:	2587219	LYOMANAGER
Registration Number:	2577217	QUANTUM
Registration Number:	1713407	TURBO-JET
Serial Number:	76661459	THERMOJET

Registration Number:	3268746	GENEVAC
Registration Number:	2778312	COOLHEAT TECHNOLOGY

CORRESPONDENCE DATA

Fax Number: (312)416-4527
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: arado@wildman.com
 Correspondent Name: John J. Arado
 Address Line 1: 225 W. Wacker Drive
 Address Line 2: Suite 3000
 Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	John J. Arado
Signature:	/john j. arado/
Date:	01/24/2008

Total Attachments: 27
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Security Agreement*") is made effective as of the 31st day of December 2007 by and among SP INDUSTRIES, INC., a Delaware corporation, KIMBERLY-GENEVAC HOLDINGS, INC., a Delaware corporation, GENEVAC INC., a New York corporation (jointly, severally and collectively, "*Debtor*"), and MVC CAPITAL, INC., as Agent ("*Agent*").

BACKGROUND

A. In accordance with the terms of that certain Second Lien Credit Agreement of even date herewith (as the same may be amended, modified, supplemented, extended and/or renewed, the "*Credit Agreement*"), by and among Debtor, Agent and the Lenders from time to time party thereto, Lenders agreed to make certain loans to Debtor.

B. In connection with the Credit Agreement, *inter alia*, Debtor is required to grant to Agent, for its benefit and the pro rata benefit of Lenders, a security interest in all of Debtor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Agent agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement, the other Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

2. Security Interest.

(a) Security Interest in Patents, Copyrights and Licenses. To secure the complete and timely payment and satisfaction of all Obligations, Debtor hereby collaterally assigns, mortgages, pledges and grants to Agent, for its benefit and the pro rata benefit of Lenders, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests except Liens in favor of the Senior Agent pursuant to the Senior Loan Documents, with power of sale, to the extent permitted by law, all of Debtor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in Section 2(b) below, the "*Collateral*"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit A**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "*Patents*");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Debtor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyright registrations and copyright applications listed on **Exhibit B** attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Obligations, Debtor hereby mortgages, pledges and grants to Agent, for its benefit and the pro rata benefit of Lenders, a security interest in, as and by way of a mortgage and security interest having priority over all other security interests except Liens in favor of the Senior Agent pursuant to the Senior Loan Documents, with power of sale, to the extent permitted by law, all of Debtor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit D**, the software products listed on **Exhibit E** and the domain names listed on **Exhibit F**, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. New Patents, Trademarks, Copyrights and Licenses. Debtor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits A, B, C, D and/or F**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by Debtor. If, before all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Debtor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above

shall automatically apply thereto and Debtor shall give to Agent prompt written notice thereof. Debtor hereby authorizes Agent to modify this Security Agreement by amending **Exhibit A, B, C, D, E and/or F**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 3**. Debtor hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent's Lien on such future Patents, Copyrights, Licenses or Trademarks.

4. Royalties; Term. Debtor hereby agrees that the use by Agent of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide (to the extent the Patents, Copyrights, Licenses and Trademarks are worldwide) and without any liability for royalties or other related charges from Agent to Debtor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations have been paid in full and the Credit Agreement is terminated.

5. Termination. Upon payment in full of all Obligations and termination of the Credit Agreement, Agent shall execute and deliver to Debtor a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Debtor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

6. Duties of Debtor. Debtor shall have the duty, unless failure to do so would not reasonably be expected to have a Material Adverse Effect, to (a) prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Credit Agreement is terminated, (b) make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Debtor. Debtor will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Agent, unless doing so would not reasonably be expected to have a Material Adverse Effect.

7. Event of Default. Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of Debtor, and in addition to all other rights and remedies available to Agent, immediately record all assignments previously executed and delivered to Agent by Debtor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by Debtor of all rights, title and interest of Debtor, in and to the Collateral. Debtor hereby authorizes and agrees that Agent may, through the power of attorney granted in **Section 11** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Debtor's name any and all such assignments and agreements and to take any and all other actions in Debtor's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of Debtor in and to the Collateral to Agent or any other person or entity selected by Agent.

8. Agent's Right to Sue. Upon the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Debtor shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 8**.

9. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

10. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 3** hereof or by a writing signed by the parties hereto.

11. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Debtor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may also act under such power of attorney to take the actions referenced in **Section 3**. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Credit Agreement shall have been terminated. Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction. The obligations of Debtor and the rights of Agent under this Agreement are subject to the rights of the First Lien Debt Agent under the First Lien Debt Intercreditor Agreement.

12. Binding Effect; Benefits. This Security Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their nominees, successors and assigns.

13. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

14. Counterparts. This Security Agreement may be executed and delivered by original signature, facsimile signature or by e-mail of a PDF signature and in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.

DEBTOR:

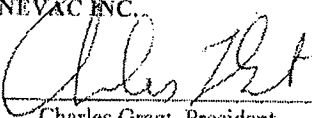
SP INDUSTRIES, INC.

By: 
Charles Grant, CEO and President

KIMBERLY-GENEVAC HOLDINGS, INC.

By: 
Charles Grant, President

GENEVAC INC.

By: 
Charles Grant, President

AGENT:

MVC CAPITAL, INC.

By: _____
Puneet Sanan, Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.

DEBTOR:

SP INDUSTRIES, INC.

By: _____
Charles Grant, CEO and President

KIMBERLY-GENEVAC HOLDINGS, INC.

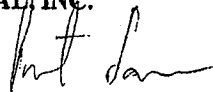
By: _____
Charles Grant, President

GENEVAC INC.

By: _____
Charles Grant, President

AGENT:

MVC CAPITAL INC.

By:  _____
Puneet Sanan, Authorized Signatory

Intellectual Property Security Agreement Exhibits

Exhibit A – Patents

SP Patents

<u>Application Status</u>	<u>Issue Date</u>	<u>Brand</u>	<u>Product Description</u>	<u>Patent Expiration Date</u>
Granted	17-Aug-93	Hull	Lyophilizers	7/22/2011
Granted	9-Nov-93	WLG	Scientific Glassware	11/9/2007
Granted	7-Dec-93	VirTis	Homogenizers	3/6/2012
Granted	19-Jul-94	Hull	Lyophilizers	7/28/2013
Granted	13-Sep-94	WLG	Scientific Glassware	9/13/2008
Granted	18-Apr-95	WLG	Scientific Glassware	9/30/2013
Granted	25-Nov-97	VirTis	Freeze Drying Access	10/31/2016
Granted	29-Aug-00	WLG	Scientific Glassware	1/22/2018
Granted	29-Aug-00	Duplicate		
Granted	26-Sep-00	VirTis	Freeze Dryers	5/7/2018
Granted	8-May-01	VirTis	Freeze Dryers	12/16/2019
Granted	20-May-03	VirTis	Freeze Dryers	3/12/2021

FTS Patents

<u>Status</u>	<u>Title</u>	<u>App. No.</u>	<u>Patent No.</u>	<u>Issue Date</u>
Granted	Semiconductor process tool incorporating heat exchanger	10/094500	6705095	16-Mar-04
Granted	Positioning device for temperature sensor in freeze drying	08/176422	5447374	5-Sep-95
Granted	Positioning device for temperature sensor in freeze drying	07/459534	4966469	30-Oct-90
Granted	Freeze dryer for unattended operation	07/126752	4823478	25-Apr-89
Granted	Process and device for determining the end of a primary stage of freeze drying	07/126277	4780964	1-Nov-88
Granted	Live component temperature conditioning device providing fast temperature variations	6922520	4787752	29-Nov-88
Granted	Apparatus and methods for effecting a burn-in procedure on semiconductor devices	900530	4745354	17-May-88

Intellectual Property Security Agreement Exhibits

Genevac Patents

Country	Title	Number	Status	Renewal Date
			(Pending or Registered)	
UK	Improved Evaporator and Evaporation Process	9826853.5	08/12/1998	29/12/1999
USA (PCT derived)	Improved Evaporator and Evaporation Process	09/341,718	08/12/1998	27/01/2004
Germany (EPO derived)	Improved Evaporator and Evaporator Process	98959013.8	08/12/1998	11/05/2005
France (EPO derived)	Improved Evaporator and Evaporator Process	98959013.8	08/12/1998	11/05/2005
UK	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	9904146.9	23/02/1999	24/07/2002
USA (PCT derived)	Temperature Measurement and Control of Evaporation	09/508,215	23/02/1999	19/08/2003
JAPAN (PCT derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	533195/2000	23/02/1999	
France (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	99906352.2	23/02/1999	23/07/2003
Switzerland (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	99906352.2	23/02/1999	23/07/2003
Germany (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	99906352.2	23/02/1999	23/07/2003
UK	Aluminium Blocks	9930157.4	22/12/1999	16/04/2003
USA (PCT derived)	Aluminium Blocks	10/030,611	07/07/2000	
France (EPO derived)	Aluminium Blocks	00946061.9	07/07/2000	07/01/2004
Germany (EPO derived)	Aluminium Blocks	00946061.9	07/07/2000	07/01/2004

Intellectual Property Security Agreement Exhibits

Switzerland (EPO derived)	Aluminium Blocks	00946061.9	07/07/2000	07/01/2004
Sweden (EPO derived)	Aluminium Blocks	00946061.9	07/07/2000	07/01/2004
UK	Temperature Control of Sample in a Vortex Evaporator	0001973.7	31/01/2000	27/06/2001
UK	Improved Evaporator and Evaporation Process	9826853.5		
USA (PCT derived)	Improved Evaporator and Evaporation Process	09/341,718		
Germany (EPO derived)	Improved Evaporator and Evaporator Process	98959013.8		
France (EPO derived)	Improved Evaporator and Evaporator Process	98959013.8		
UK	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	9904146.9		
USA (PCT derived)	Temperature Measurement and Control of Evaporation	09/508,215		
JAPAN (PCT derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	533195/2000		
France (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	99906352.2		
Switzerland (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	99906352.2		
Germany (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	99906352.2		
UK	Aluminium Blocks	9930157.4		
USA (PCT derived)	Aluminium Blocks	10/030,611		
France (EPO derived)	Aluminium Blocks	00946061.9		
Germany (EPO derived)	Aluminium Blocks	00946061.9		

Intellectual Property Security Agreement Exhibits

Switzerland (EPO derived)	Aluminium Blocks	00946061.9
Sweden (EPO derived)	Aluminium Blocks	00946061.9
UK	Temperature Control of Sample in a Vortex Evaporator	0001973.7
France (EP derived)	Temperature Control of Sample In a Vortex Evaporator	00901740.1
Germany (EP derived)	Temperature Control of Sample In a Vortex Evaporator	00901740.1
UK	Blow-Down/Suck-Down Evaporator	0008927.6
USA	Blow-Down/Suck-Down Evaporator	09/550,693
France (EPO derived)	Blow Down/Suck-Down Evaporator	00919051.3
Germany (EPO derived)	Blow Down/Suck-Down Evaporator	00919051.3
UK	Balancing Device in Combination with Evaporator	0105345.3
UK (Divisional)	Temperature Measurement & Control of Evaporation in Centrifugal Evaporator	0120625.9
France (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	03000111.9
Germany (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	03000111.9
Switzerland (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	03000111.9
UK (Divisional)	Temperature Measurement & Control of Evaporation in Centrifugal Evaporator	0120624.2

Intellectual Property Security Agreement Exhibits

USA (Divisional)	Temperature Measurement & Control Of Evaporation In Centrifugal Evaporator	09/997154
France (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	03000110.1
Germany (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	03000110.1
Switzerland (EPO derived)	Temperature Measurement and Control of Evaporation in Centrifugal Evaporator	03000110.1
UK	Microtitre Well Plate Heating	0209314.4
EPO (PCT derived)	Microtitre Well Plate Heating	02720270.4
USA (PCT derived)	Microtitre Well Plate Heating	10/276,964
UK	Temperature Controlled Evaporator	0208213.9
UK	Compliant Heat Transfer Device	0209312.8
USA (PCT derived)	Compliant Heat Transfer Device	10/311,450
UK	Flask Holder for Centrifugal Evaporators	0309511.4
UK	Infra Red Pyrometer	0325190.7
EPO (PCT derived)	Infra Red Pyrometer	03809785.3
USA (PCT derived)	Infra Red Heater	10/522,448
Japan (PCT derived)	Infra Red Heater	547799/2004
Germany (EPO derived)	Infra Red Heater	03809785.3
UK	Control of Drying Chamber Pressure	0325193.1
EPO (PCT derived)	Control of Drying Chamber Pressure	03769683.8
USA (PCT derived)	Control of Drying Chamber Pressure	10/526,976

Intellectual Property Security Agreement Exhibits

USA	Temperature Measurement in Centrifugal Evaporator	10/917,187
UK	Condensing Evaporator	0608111.1

Intellectual Property Security Agreement Exhibits

Exhibit B – Copyrights

See .PDF file. We do not have this listing in Word. It is attached via .PDF format.

Copyright - Registered**

HOTPACK DIVISION

Copyright Description

	<u>Registration #</u>	<u>Registration Date</u>
1. Perform accelerated shelf life testing, plant growth, and incubation operations with Hotpack's illuminated environmental chambers.	TX-2-212-336	November 27, 1987
2. Controlled environmental equipment	TX-2-240-112	January 25, 1988
3. Precise environmental control for a wide range of laboratory and production applications	TX-2-243-379	January 27, 1988
4. Accessory control systems for CO2 incubators: no. 67-0923	TX-2-248-100	January 27, 1988
5. Introducing Hotpack's new, expanded line of efficient laboratory furnaces: no. 17-0275	TX-2-248-101	January 27, 1988
6. Hotpack laboratory ovens.	TX-2-248-102	January 27, 1988
7. Hotpack CO2 incubators with solid state control resist contamination, provide exact, reproducible environmental simulation.	TX-2-248-103	January 27, 1988
8. Hotpack/Elelnicka brand laboratory washers, dryer, and accessories.	TX-2-249-277	January 27, 1988
9. Controlled environment walk-in rooms: [cat] no. 96-1342	TX-2-255-279	February 22, 1988
10. Controlled environment equipment component specifications.	TX-2-267-930	February 22, 1988
11. Safety and hazard-safe ovens: specifications/product data: no. 76-1450.	TX-2-268-999	March 7, 1988
12. Grow plants up to 60" high in a 33 cubic feet chamber with programmable temperature, humidity, and light: no. 16-1364	TX-2-315-931	January 26, 1988
13. Large capacity labware drying ovens and dry heat sterilizers: specifications/product data.	TX-2-331-270	May 12, 1988
14. Hotpack laboratory ovens deliver fast, precise heating, 40° to 350° Centigrade, [plus or minus] 0.1°.	TX-2-340-402	June 14, 1988

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Copyright Description

	Registration #	Registration Date
15. HEPA Altered dry heat sterilizers: specifications/product data.	TX-2-353-179	July 8, 1988
16. Architects guide for design and specifications on walk-in controlled environmental rooms.	TX-2-356-261	July 8, 1988
17. Environmental test ovens (mid-temperature range).	TX-2-357-272	June 10, 1988
18. Tri-Temp laboratory ovens: specifications/product data.	TX-2-363-268	June 10, 1988
19. A comparison of mechanical convection and waterflocked CO2 incubators.	TX-2-364-985	June 27, 1988
20. Customized environmental room design questionnaire.	TX-2-366-953	July 14, 1988
21. Humidified test chambers.	TX-2-379-817	July 7, 1988
22. Rush Qualitemp freezers [no. 68-1685]	TX-2-454-976	November 16, 1988
23. Controlled temperature chamber. Model CWP 881-M; drawing no. 87204-87205.	VA-287-900	December 28, 1987
24. Controlled temperature changer. Job no. 19730, drawing No. 87269, 87289, 87268.	VA-302-829.	May 11, 1988
25. Controlled temperature changer Job no. 18669, drawing no. 901157	VA-302-857	May 12, 1988
26. Refrigeration system: Job no. 20077, drawing no. 001146, M-1.	VA-303-657	May 10, 1988
27. Controlled environmental room Job no. 24483, drawing 87866.	VA-314-165	August 23, 1988
28. Environmental room: Job no. 23299, Model CWP1 (1013)2, drawing no. 001241/dt. by A.M.S.	VA-315-798	September 7, 1988
29. Controlled temperature chamber: Job no. 21946.	VA-318-769	September 6, 1988
30. Environmental room: Drawing no. 001208.	VA-321-582	September 20, 1988
31. Environmental room: Model UWP1(1010)2.	VA-323-088	October 13, 1988

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Copyright Description	Registration #	Registration Date
32. Environmental room: Job no. 14589, drawing no. 87126.	VA-323-553	August 11, 1988
33. Controlled temperature chamber. Model no. CWP1(0710)2, Job. no. 18635, drawing no. 87103.	VA-323-570	October 12, 1988
34. Environmental room: Model UWP1(1212)1, Job no. 21129, drawing no. 001240.	VA-323-936	September 1, 1988
35. Environmental room: Job no. 22483, drawing no. 001205.	VA-324-063	October 19, 1988
36. 78° Fahrenheit constant room: Job no. 17828, drawing no. 86961.	VA-324-064	October 18, 1988
37. Controlled temperature chamber. Drawing no. 001246-001247.	VA-324-123	October 17, 1988
38. Environmental room: Model CWP1(0711)2, Job no. 23071, drawing no. 001248, M-1	VA-324-392	October 17, 1988
39. Rutgers University, Waksman Institute, Piscataway, New Jersey, environmental room: Job no. 23668.	VA-325-389	October 17, 1988
40. University - Long Island, Greenvale, New York: Drawing no. 87159.	VA-326-286	November 7, 1988
41. Good Samaritan Hospital <(sic)>, Downers Grove, IL 60515: Drawing no. 87182-1.	VA-326-287	November 7, 1988
42. University, New York, biology cell culture: Drawing no. 87249.	VA-327-610	November 7, 1988
43. Controlled temperature chamber. Drawing no. 87190	VA-327-778	November 7, 1988
44. Environmental room: Job no. 18722, drawing no. 87218-87221, 87254.	VA-329-658	November 21, 1988
45. Controlled temperature chamber. Job no. 18085, drawing no. 87036.	VA-329-659	October 13, 1988
46. Psychometric room: Job no. 16652, drawing Nos. 86773, 87161, 86819.	VA-329-661	November 16, 1988
47. Gold Star Cable Company, Seoul, 150 Korea: Drawing no. 87434-1.	VA-334-890	November 17, 1988
48. 95° constant room: Model UUC1(0607)2, drawing no. 86902-M-1, job no. 17921.	VA-334-891	November 17, 1988

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Copyright Descriptions

Registration # Registration Date

49. U.S. Naval Observatory, Washington, D.C., environmental room: Model no. CWF7(0714)2, order no. 16960, drawing no. 87440.

VA-339-666 November 21, 1988

50. Environmental room: Job no. 21945, drawing no. 001180.

VA-345-667 November 3, 1988

51. Environmental room: Job no. 20057, drawing no. 001149, M-1.

VA-143-194 November 17, 1987

52. Freeze dryer control program. By the
VITHS company.

TX-4-876-189 September 1, 1999

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

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Intellectual Property Security Agreement Exhibits

Exhibit C – Licenses

1. SMART™ Software – This software is embedded in the freeze dryer equipment that is manufactured by FTS. The SMART™ Software License agreement is included with every purchase of the Equipment and states that by using the Equipment in any capacity, the purchaser is agreeing to be bound by the terms of the SMART™ Software License. IF the purchaser does not agree to the terms of the license, then they are advised not to install or use the Equipment and to promptly contact FTS.
2. License Agreement, between the University of Connecticut and FTS Systems, Inc. dated June 1, 2003.
3. Various software and operating system licenses for products such as MicroSoft Windows.

Intellectual Property Security Agreement Exhibits

Exhibit D - Trademarks

<u>Country</u>	<u>Trademark Name</u>	<u>Trademark Status</u>	<u>Registration Date</u>	<u>Brand</u>	<u>Product Description</u>
US	Hotpack	Registered	22-Mar-60	HP	Lab Equip
CA	Lg & Design	Registered	21-Jul-61	WLG	Scientific Glassware
US	Minifreezer	Registered	6-Sep-66	VirTis	Not Used
US	Sga	Registered	26-Mar-68	WLG	Scientific Glassware
US	Virtronics	Registered	11-Mar-69	VirTis	Not Used
US	Heinicke	Registered	15-Apr-69	HP	Glassware Washers
US	Virtis	Registered	13-May-69	VirTis	Lab Equip
US	Virtis	Registered	17-Jun-69	VirTis	Lab Equip
US	Fluo-War	Registered	2-Sep-69	VirTis	Accessory
US	Quickseal	Registered	16-Dec-69	VirTis	Accessory
US	Virtis And Design	Registered	12-Dec-72	VirTis	Lab Equip
US	Wilmad	Registered	23-Oct-73	WLG	Scientific Glassware
US	Taperlok	Registered	15-Jul-75	WLG	Scientific Glassware
US	Freeze-Mobile	Registered	13-Jun-78	VirTis	Freeze Dryers
US	Ppi & Design	Registered	19-Jun-79	VirTis	Not Used
US	Phoenix Precision Instruments	Registered	19-Jun-79	VirTis	Not Used
US	Wilmad W (Stylized)	Registered	5-May-81	WLG	Scientific Glassware
US	Quadraflow	Registered	31-Oct-89	HP	Environmental Chmbr
US	Multi-Mode	Registered	14-Nov-89	HP	Environmental Chmbr
US	Dry-Bottom	Registered	5-Dec-89	HP	Environmental Chmbr
US	Heikol	Registered	9-Jan-90	HP	Glassware Washers
US	Heikol-E	Registered	23-Jan-90	HP	Glassware Washers
US	Heikol-I	Registered	23-Jan-90	HP	Glassware Washers
FR	Virtis And Design	Registered	2-Oct-91	VirTis	Lab Equip
US	Decon	Registered	19-May-92	HP	Environmental Chmbr
US	Tornado	Registered	24-Nov-92	WLG	Scientific Glassware
US	Chromware	Registered	24-Nov-92	WLG	Scientific Glassware
US	Filterware	Registered	20-Apr-93	WLG	Scientific Glassware
US	Heikol-A	Registered	9-Sep-97	HP	Glassware Washers
US	Proculture	Registered	27-Oct-98	WLG	Scientific Glassware
US	Dynalift	Registered	3-Nov-98	WLG	Scientific Glassware
US	Proformance	Registered	3-Nov-98	WLG	Scientific Glassware
US	Biochrom	Registered	22-Dec-98	WLG	Scientific Glassware

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US	Lg Labglass And Design	Registered	22-Dec-98	WLG	Scientific Glassware
US	Shur-Loc	Registered	29-Dec-98	WLG	Scientific Glassware
US	Hull And Design	Registered	3-Aug-99	Hull	Lyophilizers
US	Hull	Registered	31-Aug-99	Hull	Lyophilizers
US	National And Design	Registered	14-Mar-00	HP	Lab Equip
US	Hull	Registered	18-Apr-00	Hull	Lyophilizers
US	Wilmad Labglass Logo	Registered	16-May-00	WLG	Scientific Glassware
US	Agitator	Registered	5-Jun-01	WLG	Scientific Glassware
US	Hyper-Cal	Registered	25-Sep-01	WLG	Scientific Glassware
HK	Wilmad	Registered	12-Nov-02	WLG	Scientific Glassware
HK	Labglass & Device	Registered	12-Nov-02	WLG	Scientific Glassware
US	W Wilmad And Design	Registered	21-Jan-03	WLG	Scientific Glassware
JP	Wilmad	Registered	6-Jun-03	WLG	Scientific Glassware
JP	Labglass	Registered	6-Jun-03	WLG	Scientific Glassware
CN	Wilmad	Registered	7-Mar-04	WLG	Scientific Glassware
CN	Labglass	Registered	7-Mar-04	WLG	Scientific Glassware

FTS Trademarks

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Status
USA	MAXI-COOL	75/656066	8-Mar-99	2432784	6-Mar-01	Registered
USA	ULTRA-COOL	75/656067	8-Mar-99			Abandoned
USA	LYOSTAR	75/917956	14-Feb-00	2505955	13-Nov-01	Registered
USA	LYOMANAGER	75/917947	14-Feb-00	2587219	2-Jul-02	Registered
USA	QUANTUM	75/918190	14-Feb-00	2577217	11-Jun-02	Registered
USA	TURBO-JET	74/116542	19-Nov-90	1713407	8-Sep-92	Registered
USA	ULTRA-COOL	76/305484	27-Aug-01			Abandoned
USA	THERMOJET	TBD	9-Jun-06			Pending
USA	ACCELERATOR	73669799	1-Jul-87	1502867	6-Sep-88	Cancelled
USA	AIR-JET	73477415	26-Apr-84	1329425	9-Apr-85	Cancelled
USA	BIO-COOL	73477416	26-Apr-84	1320557	19-Feb-85	Cancelled

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USA	CHALLENGER	73564833	24-Oct-85	1394756	27-May-86	Cancelled
USA	FLEXI-COOL	73024337	17-Jun-74	1016758	29-Jul-75	Expired
USA	FTS	73004234	23-Oct-73	1015728	15-Jul-75	Expired
USA	MULTI-COOL	73024336	17-Jun-74	1017898	12-Aug-75	Expired

Genevac Trademarks

Country	Trade Mark	Classes	Priority Date	Priority No.	Filing No.	Filing Date	Reg. No.
UK	GENEVAC (word only)	7, 9			2222331A	15-Feb-00	2222331A
CTM	GENEVAC	7 & 9			002484699	18-Jan-02	002484699
USA	GENEVAC	7, 09	20-Oct-00	2222331	76/571126	20-Jan-04	
UK (DIV)	GENEVAC TECHNOLOGIES + device	7, 9			2222331B	15-Feb-00	2222331B
UK	COOLHEAT series	9			2256530	22-Dec-00	2256530
USA	COOLHEAT TECHNOLOGY	9	22-Dec-00	2256530	76/272987	18-Jun-01	2,778,312
CTM	DRI-PURE	7, 9, 16			002557593	31-Jan-02	002557593

Genevac Registered Designs

Country	Description	Priority Date	Priority No.	Filing No.	Filing Date	Reg. No.	Reg. Date
UK	FLASK HOLDER (50ML)			3008735	16-Nov-02	3008735	16-Dec-02
USA	50ML FLASK HOLDER (DIV)	16-Nov-02	3008735	29/206,184	15-May-03	D501,679	08-Feb-05
CTM	FLASK HOLDER (50MLS)	16-Nov-02	3008735	000030309	09-May-03	30309-0001 TO 0006	14-Oct-03
UK	FLASK HOLDER (25ML)			3008736	16-Nov-02	3008736	16-Dec-02
UK	FLASK HOLDER (100ML)			3008737	16-Nov-02	3008737	16-Dec-02

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UK	FLASK HOLDER (170ML)			3008738	16-Nov-02	3008738	16-Dec-02
USA	170ML FLASK HOLDER (DIV)	16-Nov-02	3008735	29/206,187	15-May-03	D501,680	08-Feb-05
UK	FLASK HOLDER (250ML)			3008739	16-Nov-02	3008739	16-Dec-02
USA	250ML FLASK HOLDER (DIV)	16-Nov-02	3008735	29/206,185	15-May-03	D501,561	01-Feb-05
UK	FLASK HOLDER (500ML)			3008740	16-Nov-02	3008740	16-Dec-02
USA	500ML FLASK HOLDER	16-Nov-02	3008735	29/181,800	15-May-03	D501562	01-Feb-05

Intellectual Property Security Agreement Exhibits

Exhibit E - SP Software Products

System	Trade Name	Description
PLC	Encore	Basic VirTis brand PLC system used on most Genesis and Ultra equipment. SP internal PLC and MMI programming.
PLC	Maestro	VirTis brand system used for stringent FDA applications requiring steam sterilization and/or regulation 21CFR part 11 electronic signature security. SP internal PLC and MMI programming.
PLC	LyoLink	Top of the line Hull brand system used to control all lyophilizers SP internal PLC and MMI programming.
PLC	LCW	Hotpack brand control system with touchscreen MMI for large capacity washes. SP internal PLC and MMI programming
PLC	UCW	Hotpack brand control system for high end undercounter washers and detergent dosing systems. SP internal programming.
MP	Wizard 2	VirTis brand embedded microprocessor for control of Genesis, Ultra and Advantage freeze dryers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
MP	LyoTrol	VirTis brand embedded microprocessor for control of General Purpose freeze dryers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
MP	LyoTop	VirTis brand embedded microprocessor for control of Unitop freeze dryers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
MP	ALC	VirTis brand embedded microprocessor for control of Benchtop freeze dryers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
MP	SLC	VirTis brand embedded microprocessor for control of Benchtop freeze dryers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
MP	Sentry 2	VirTis brand embedded microprocessor for control of Freezemobile freeze dryers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
MP	Vac Oven Ctl	VirTis brand embedded microprocessor for control of vacuum ovens. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.

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MP	IQ and IQ2	VirTis brand embedded microprocessor for control of mechanical homogenizers. Hardware is manufactured by outside company to VirTis designed proprietary software flow chart.
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Intellectual Property Security Agreement Exhibits

Exhibit F - Domain Names

Domains	Host	Renewal Date
genevac.co.uk	http://www.mci.com	May-08
genevac.com	https://www.networksolutions.com/	Feb-11
genevac.us	http://www.totalregistrations.com/	May-08
genevac.org	http://www.fasthosts.co.uk	Feb-09
genevac.de	http://www.domaindiscount24.com/	Jan-07
genevac-news.com	http://www.register.com	Expired
genevacusa.com	Fisher Scientific	Perpetual
mivac.co.uk	http://easily.co.uk/	Sep-08
mi-vac.co.uk	""	Sep-08
mi-vac.com	""	Sep-09
mi-vac.net	""	Sep-08
spinnysuckything.com	""	Sep-08
barnstead-genevac.co.uk	""	Dec-08
barnstead-genevac.com	""	Feb-07
barnsteadgenevac.co.uk	""	Feb-07
barnsteadgenevac.com	""	Feb-07
virtis.info	Register.com	1/28/2008
wilmadlabglass.com	Tucows	2/5/2008
freezedryer.biz	Tucows	3/14/2008
hullcompany.biz	Tucows	3/14/2008
lyophilizer.biz	Tucows	3/14/2008

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lyorenewal.biz	Tucows	3/14/2008
hullcompany.info	Tucows	3/15/2008
hullcompany.net	Tucows	3/15/2008
hullcompany.org	Tucows	3/15/2008
lyophilizer.info	Tucows	3/15/2008
lyophilizer.net	Tucows	3/15/2008
lyorenewal.com	Tucows	3/15/2008
lyorenewal.info	Tucows	3/15/2008
lyorenewal.net	Tucows	3/15/2008
lyorenewal.org	Tucows	3/15/2008
heikol.com	ATX	5/18/2008
hotpack.com	Network Solutions	5/18/2009
freedryerservice.com	Tucows	5/24/2008
spindustriesservice.com	Tucows	5/24/2008
sterilizerservice.com	Tucows	5/24/2008
nmrtube.us	Tucows	10/4/2008
nmr-tube.biz	Tucows	6/25/2009
nmr-tube.us	Tucows	6/25/2009
nmrtube.biz	Tucows	6/25/2009
nmrtubes.biz	Tucows	6/25/2009
nmrtubes.us	Tucows	6/25/2009
wilmad.biz	Tucows	6/25/2009
nmr-tube.com	Tucows	6/26/2009
nmr-tube.info	Tucows	6/26/2009

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nmr-tubes.com	Tucows	6/26/2009
nmr-tubes.info	Tucows	6/26/2009
nmrtube.com	Tucows	6/26/2009
nmrtube.info	Tucows	6/26/2009
nmrtubes.info	Tucows	6/26/2009
wilmad.info	Tucows	6/26/2009
wilmad.net	Tucows	6/26/2009
wilmad-labglass.com	Network Solutions	11/16/2009
freedryer.com	Tucows	12/2/2009
lyophilizer.com	Tucows	12/2/2009
lab-glass.com	Network Solutions	1/5/2010
spindustries.com	Network Solutions	1/26/2010
wilmad.com	Network Solutions	1/31/2010
sptechcare.com	Tucows	5/15/2010
wilmadnmr.com	www.melbourneit.com	7/14/2010
wilmadnmr.net	www.melbourneit.com	7/14/2010
1800227natl.com	Network Solutions	12/9/2010
virtis.com	Network Solutions	1/2/2011
hullcompany.com	Tucows	11/22/2011
relianceglass.com	Network Solutions	2/11/2013
designglassworks.com	Network Solutions	12/2/2011
ftssystems.com	Network Solutions	11/6/2009