

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
Progression, Inc.		06/09/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3406562	IPULSE
Registration Number:	3486186	ANALYZE WITH INTEGRITY
Serial Number:	74609507	CORREFLOW
Serial Number:	75412533	CORREFLUX
Serial Number:	75211272	CORRESTAT
Serial Number:	75050216	ESM
Serial Number:	75078845	MAGNEFLOW
Serial Number:	75050215	MFM

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki
 Address Line 1: 1501 Wilson Boulevard

CH \$215.00 3406562

Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9060803
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	08/13/2009

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 9, 2009 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **PROGRESSION, INC.**, a Delaware corporation with its principal place of business at 15 Foundation Avenue, Haverhill, Massachusetts 01835 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (i) that certain Loan and Security Agreement by and between Bank and Grantor dated as of June 9, 2009, and (ii) that certain Export-Import Bank Loan and Security Agreement by and between Bank and Grantor dated as of June 9, 2009 (as both may be amended, modified or supplemented from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

15 Foundation Avenue
Haverhill, Massachusetts 01835

Attn: VAUGHAN E. DAVIS

GRANTOR:

PROGRESSION INC.

By: 

Title: CHIEF EXECUTIVE OFFICER

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Mr. Michael Quinn

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PROGRESSION, INC.

Address of Grantor:

15 Foundation Avenue
Haverhill, Massachusetts 01835

Attn: _____

By: _____

Title: _____

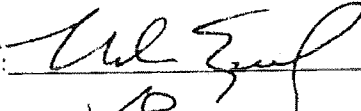
BANK:

SILICON VALLEY BANK

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Mr. Michael Quinn

By:  _____

Title: VP _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Not Applicable

N/A

N/A

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Not Applicable

N/A

N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Correflow	Australia/661956	5/24/1995
Correflow	Benelux/849,543	6/8/1995
Correflow	France/95/575,119	6/9/1995
Correflow	Italy/RM95C002797	6/12/1995
Correflow	South Korea/95-27025	7/1/1995
Correflow	UK/2023426	6/9/1995
Correflow	— USA/74/609,507	12/12/1994
Correflux	— USA/75/412,533	12/30/1997
Correstat	— USA/75/211,272	12/10/1996
ESM	— USA/75/050,216	1/30/1996
MagModule	South Korea/95-46,214	12/6/1995
Magneflow	EC/382,523	9/12/1996
Magneflow	South Korea/95-46,214	12/6/1995
Magneflow	— USA/75/078,845	3/26/1996
MFM	— USA/75/050,215	1/30/1996
iPulse	— USA/3,406.562	4/1/2008
Analyze with Integrity	— USA/3,486,186	8/12/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

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