

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
ADVANCED ELECTRON BEAMS, INC.		04/28/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3741396	ADVANCED ELECTRON BEAMS	
Serial Number:	77799290	E ADVANCED ELECTRON BEAMS	
Serial Number:	77799288	E	
Serial Number:	77799293	AEB	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley, LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 ADVANCED EB		

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NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/10/2010
Total Attachments: 6 source=Advanced Electron Beams signed IPSA#page1.tif source=Advanced Electron Beams signed IPSA#page2.tif source=Advanced Electron Beams signed IPSA#page3.tif source=Advanced Electron Beams signed IPSA#page4.tif source=Advanced Electron Beams signed IPSA#page5.tif source=Advanced Electron Beams signed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 28, 2010 by and between COMERICA BANK ("Bank") and ADVANCED ELECTRON BEAMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Address of Grantor:

Advanced Electron Beams, Inc.
301 Ballardvale Street
Wilmington, MA 01887
Attn: Larry Mihalchik
FAX: (978) 658-7999

GRANTOR:

ADVANCED ELECTRON BEAMS, INC.

By: *L. Mihalchik*

Title: *CFO + Treasurer*

Address of Bank:

Comerica Bank
39200 Six Mile Road
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: *Mark Peter*

Title: *VP*

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Fluid sterilization apparatus	10/005194	12/4/01	6,756,597	6/29/04
Electron beam accelerator	09/349592	7/9/99	6,407,492	6/18/02
Electron beam accelerator	08/778037	1/27/97	5,962,995	10/5/99
X-ray irradiation apparatus	10/848553	5/17/04	7,133,493	11/7/06
Electron beam sensor	10/326923	12/19/02	6,919,570	7/19/05
Irradiation apparatus	10/796796	3/8/04	7,183,563	2/27/07
X-ray irradiation apparatus	10/102509	3/19/02	6,738,451	5/18/04
Decontamination apparatus	10/021827	12/13/01	6,702,984	3/9/04
Electron beam emitter	10/103539	3/20/02	6,674,229	1/6/04
Electron beam emitter	09/813928	3/21/01	6,630,774	10/7/03
Air sterilizing system	09/883861	6/18/01	6,623,706	9/23/03
Gas conversion system	09/883853	6/18/01	6,623,705	9/23/03
Gas separation device	10/768968	1/30/04	n/a	n/a
Electron beam emitter	09/813929	3/21/01	n/a	n/a
Air sterilizing system	10/666380	9/19/03	7,323,137	1/29/08
X-ray irradiation apparatus	11/584166	10/20/06	7,324,630	1/29/08

Title	App. No.	Filing Date	Reg. No.	Date Granted
Electron accelerator having a wide electron beam	10/364295	2/10/03	6,882,095	4/19/05
Electron beam emitter	10/957841	10/4/04	7,180,231	2/20/07
Method of forming filament for electron beam emitter	10/679033	10/3/03	6,800,989	10/5/04
Electron accelerator having a wide electron beam that extends further out and is wider than the outer periphery of the device	09/209024	12/10/98	6,545,398	4/8/03
Electron beam emitter with slotted gun	12/469123	5/20/09	n/a	n/a
Gas conversion system	10/666982	9/19/03	n/a	n/a
Air sterilizing system	11/703620	2/7/07	7,547,892	6/16/09
Air sterilizing system	11/122334	5/4/05	7,189,978	3/13/07
Electron beam irradiation apparatus	10/097192	3/12/02	6,833,551	12/21/04
Electron beam emitter	11/706075	2/13/07	n/a	n/a
Electron beam emitter	11/964273	12/26/07	n/a	n/a
Electron beam emitter	10/751676	1/5/04	7,265,367	9/4/07
Electron beam emitter	11/879674	7/18/07	7,329,885	2/12/08

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ADVANCED ELECTRON BEAMS	77/799292	8/7/09	3,741,396	1/19/10
E ADVANCED ELECTRON BEAMS (and Design)	77/799290	8/7/09	n/a	n/a
E (and Design)	77/799288	8/7/09	n/a	n/a
AEB	77/799293	8/7/09	n/a	n/a

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