

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DURHAM GEO-ENTERPRISES INC.		02/21/2013	CORPORATION: GEORGIA
ROCTEST LTD.		02/21/2013	CORPORATION: BRITISH COLUMBIA
NOVA METRIX (LUXEMBOURG) S.A.R.L.		02/21/2013	LIMITED LIABILITY COMPANY: LUXEMBOURG
NOVA METRIX CORPORATION		02/21/2013	CORPORATION: DELAWARE
NOVA METRIX (CANADA) CORP.		02/21/2013	CORPORATION: BRITISH COLUMBIA
FISO TECHNOLOGIES INC.		02/21/2013	CORPORATION: QUEBEC
SENSORNET LIMITED		02/21/2013	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	8020 TOWERS CRESCENT DRIVE
Internal Address:	SUITE 475
City:	VIENNA
State/Country:	VIRGINIA
Postal Code:	22182
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3942346	SHMLIVE
Registration Number:	3260576	NORTECH
Registration Number:	3284474	O-SOX
Registration Number:	3354723	DGSI DURHAM GEO SLOPE INDICATOR
Registration Number:	0909553	DIGITILT
Registration Number:	0804229	TORVANE

TRADEMARK

OP \$165.00 3942346

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G Street NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143642
NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	02/22/2013

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of February 21, 2013, is entered into by and among **DURHAM GEO-ENTERPRISES INC.**, a Georgia corporation, **ROCTEST LTD.**, a British Columbia corporation, and each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "**Grantor**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 21, 2013, among the Assignee, each Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of February 21, 2013, among each Grantor, Assignee, and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event

that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Bank.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

Address of Grantor:

DURHAM GEO-ENTERPRISES INC.

By: _____

Name: Janet Barbookles

Title: Secretary

2175 West Park Court
Stone Mountain, GA 30087
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

ROCTEST LTD.

By: _____

Name: Janet Barbookles

Title: Secretary

680 Birch Street
Saint-Lambert, Quebec J4P 2N3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

NOVA METRIX (LUXEMBOURG) S.A.R.L.

By: _____

Name: Lucile Makhoulouf

Title: Director

51, Allée Scheffer L-2520,
Luxembourg
Attention: Lucile Makhoulouf
Facsimile No.: +352 26 14-444
E-mail: l.makhoulouf@fidessa.lu

By: _____

Name: Johannes Dercksen

Title: Director

With a Copy to:
Nova Ventures Group Corp.
Attn: Janet Barbookles
600 Unicorn Park Drive
Woburn, MA 01801
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

Address of Grantor:

DURHAM GEO-ENTERPRISES INC.

By:  _____

Name: Janet Barbookles

Title: Secretary

2175 West Park Court
Stone Mountain, GA 30087
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

ROCTEST LTD.

By:  _____

Name: Janet Barbookles

Title: Secretary

680 Birch Street
Saint-Lambert, Quebec J4P 2N3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

NOVA METRIX (LUXEMBOURG) S.A.R.L.

By:  _____

Name: Lucile Makhoul

Title: Director

51, Allée SchefferL-2520,
Luxembourg
Attention: Lucile Makhoul
Facsimile No.: +352 26 14-444
E-mail: l.makhoul@fidessa.lu

By:  _____

Name: Johannes Dercksen


Title: Director

With a Copy to:
Nova Ventures Group Corp.
Attn: Janet Barbookles
600 Unicorn Park Drive
Woburn, MA 01801
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004969 FRAME: 0020

NOVA METRIX CORPORATION

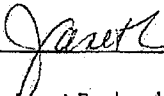
By:  _____

Name: Janet Barbookles

Title: Secretary

600 Unicorn Park Drive
Woburn, MA 01801
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

NOVA METRIX (CANADA) CORP.

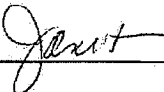
By:  _____

Name: Janet Barbookles

Title: Secretary

550 Burrard St., Suite 2900
Vancouver, BC V6C 0A3, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

FISO TECHNOLOGIES INC.

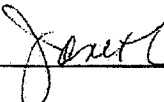
By:  _____

Name: Janet Barbookles

Title: Secretary

500 av. Saint-Jean-Baptiste, Suite 195
Quebec City, QC G2E 5R9, Canada
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

SENSORNET LIMITED

By:  _____

Name: Janet Barbookles

Title: Director

Unit 340, Phase 300
Centennial Park, Elstree, Hertfordshire
WD6 3TJ
United Kingdom
Attention: Janet Barbookles
Facsimile No.: 781-897-1218
E-mail: janbarbookles@novavg.com

ASSIGNEE:

Address of Assignee:

SILICON VALLEY BANK

By: 

Name: **Dwayne Shuler**
Director

Title: _____

SILICON VALLEY BANK
8020 Towers Crescent Drive, Suite 475
Vienna, VA 22182
Attention: Mr. Dwayne Shuler

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004969 FRAME: 0022

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Registered Trademarks

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Roctest Ltd.	Switzerland	587450	June 11, 2009	December 18, 2008	Roctest Ltd.	SENSCORE ¹
Roctest Ltd.	Canada	TMA791558	February 24, 2011	July 16, 2009	Roctest Ltd.	SHMLIVE
Roctest Ltd.	Canada	TMA456981	May 3, 1996	May 26, 1994	Roctest Ltd.	GEOMATION
Roctest Ltd.	Canada	TMA248089	July 18, 1980	January 25, 1979	Roctest Ltd.	ROCTEST DESSIN
Roctest Ltd.	Canada	TMA533158	September 21, 2000	June 11, 1998	Roctest Ltd.	RTT ANALYTICAL
Roctest Ltd.	Canada	TMA563403	June 13, 2002	September 7, 1999	Roctest Ltd.	SONSONIC
Roctest Ltd.	Canada	TMA476455	May 20, 1997	March 14, 1996	Roctest Ltd.	SENSOPTIC
Roctest Ltd.	United States	3942346	April 5, 2011	October 13, 2009	Roctest Ltd.	SHMLIVE
Roctest Ltd.	Community (CTM)	7,472,831	October 17, 2009	December 17, 2008	Roctest Ltd.	SENSCORE
FISO Technologies Inc.	Canada	TMA512049	May 19, 1999	December 9, 1997	FISO Technologies, Inc.	NORTECH AND DESIGN
FISO Technologies Inc.	Canada	TMA697147	September 25, 2007	April 5, 2006	FISO Technologies, Inc.	NORTECH
FISO Technologies Inc.	United States	3260576	July 10, 2007	May 3, 2006	FISO Technologies, Inc.	NORTECH

¹ The SENSCORE trademark still stands in the name of Roctest Ltee but Swiss counsel is effecting the necessary recording of chain of title documents to transfer it to Roctest Ltd.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Sensornet Limited	United Kingdom	2375067A	September 14, 2007	October 6, 2004	Sensornet Limited	SENSORNET
Sensornet Limited	United Kingdom	2396395	February 10, 2006	July 8, 2005	Sensornet Limited	CWELL
Sensornet Limited	United Kingdom	2378323	July 27, 2007	November 18, 2004	Sensornet Limited	SENTINEL - DTS
Sensornet Limited	United Kingdom	2491477	January 2, 2009	June 30, 2008	Sensornet Limited	RELIGHT
Sensornet Limited	Community (CTM)	004369104	November 30, 2007	April 4, 2005	Sensornet Limited	SENSORNET
Sensornet Limited	International (Madrid Protocol)	877053	April 4, 2005	April 4, 2005	Sensornet Limited	SENSORNET
Sensornet Limited	Canada	TMA685,48S	April 3, 2007	April 5, 2005	Sensornet Limited	SENSORNET
Sensornet Limited	United States	3230053	April 17, 2007	April 4, 2005	Sensornet Limited	SENSORNET
Durham GEO-Enterprises Inc.	United States	3284474	August 28, 2007	October 25, 2006	Durham GEO-Enterprises Inc.	O•SOX
Durham GEO-Enterprises Inc.	United States	3354723	December 18, 2007	November 18, 2005	Durham GEO-Enterprises Inc.	DGSI DURHAM GEO SLOPE INDICATOR*
Durham GEO-Enterprises Inc.	United States	0909553	March 9, 1971	April 3, 1970	Durham GEO-Enterprises Inc.	DIGITILT
Durham GEO-Enterprises Inc.	United States	0804229	February 22, 1966	April 22, 1965	Durham GEO-Enterprises Inc.	TORVANE

Pending Trademark Applications

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Roctest Ltd.	Canada	1448098	August 13, 2009	Roctest Ltd.	ROCTEST (dessin)

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Durham GEO-Enterprises Inc.	China	10322337	December 19, 2011	Durham GEO-Enterprises Inc.	SLOPE INDICATOR
Durham GEO-Enterprises Inc.	China	10322338	December 19, 2011	Durham GEO-Enterprises Inc.	斯洛普指示器 (Chinese transliteration of SLOPE INDICATOR)
Durham GEO-Enterprises Inc.	China	10322339	December 19, 2011	Durham GEO-Enterprises Inc.	DURHAM GEO SLOPE INDICATOR
Durham GEO-Enterprises Inc.	China	10322340	December 19, 2011	Durham GEO-Enterprises Inc.	达汉新柯斯洛普指示器 (Chinese transliteration of DURHAM GEO SLOPE INDICATOR)