

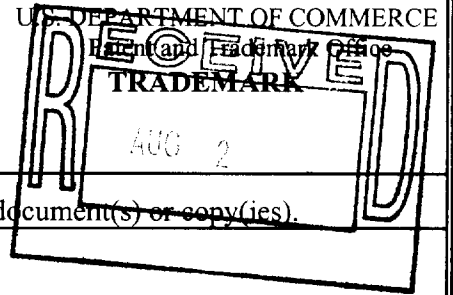
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

msd
8.3.99

08-05-1999



SHEET



Our Ref: 25355-0140

101109414

TG: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New
 Resubmission (Non-Recordation)
Document ID # _____
 Correction of PTO Error
Reel # _____ Frame # _____
 Corrective Document
Reel # _____ Frame # _____

Conveyance Type

Assignment License
 Security Agreement Nunc Pro Tunc Assignment
 Merger
Change of Name Effective Date
Month Day Year
July 1, 1999
 Other Partial Security Interest Release

Conveying Party

Mark if additional names of conveying parties attached

Name BancBoston N.A.

Execution Date
Month Day Year
July 1, 1999

Individual General Partnership Limited Partnership Corporation Association
 Other
Citizenship/State of Incorporation/Organization _____

Receiving Party

Mark if additional names of receiving parties attached

Name Galileo Corporation.

DBA/AKA/TA _____

Composed of _____

Address (line 1) Galileo Park

Address (line 2) Sturbridge, MA 01566

Address (line 3) _____

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
 Corporation Association
Other _____

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

08/04/1999 DNGUYEN 00000281 781340

01 FC:481
02 FC:482

40.00 DP
50.00 DP

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address Area Code and Telephone Number (212) 309-6988

Name Kerry A. Krzynowek, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, NY 10178

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 2

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers are attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
	781,340
	1,996,401
	2,099,214

Number of Properties Enter the total number of properties involved. 3

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 90

Method of Payment: Enclosed Deposit Account _____

Deposit Account _____


(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes No _____

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kerry A. Krzynowek
Name of Person Signing


Signature

8/3/99
Date Signed

Additional Conveying Party:

BancBoston Leasing Inc.
(a Massachusetts corporation)
100 Federal Street
Boston, MA 02211

execution date: July 1, 1999

SCHEDULE A

Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CHANNELTRON	U.S.	781,340	December 8, 1964
CHANNELTRON	Italy	684,475	
CHANNELTRON	Japan	746,915	
CHANNELTRON	Canada	147,463	
CHANNELTRON	Sweden	116,175	
CHANNELTRON	Germany	813,522	
CHANNELTRON	Australia	A190,483	
CHANNELTRON	France	1,549,537	
CHANNELTRON	Great Britain	870,411	
IR LINK	U.S.	1,996,477	August 27, 1996
QUICK-FIT	U.S.	2,099,214	September 23, 1997

Unregistered Trademarks

CHEVRON
EXTENDED DYNAMIC RANGE
LONG-LIFE
FRACTAL ELECTRO-OPTICS
HOT
SPIRALTRON

PARTIAL SECURITY INTEREST RELEASE

This Partial Security Interest Release is granted and conveyed as of July 1, 1999 by BankBoston, N. A., a national banking association (the "Bank"), and BancBoston Leasing Inc., a Massachusetts corporation ("Leasing"), both with an address of 100 Federal Street, Boston, MA, in favor of Galileo Corporation (the "Company"), a Delaware corporation with its principal office at Galileo Park, Sturbridge, MA.

WHEREAS, the Company entered into a Trademark and Trademark Applications Security Agreement dated as of August 21, 1998 with each of the Bank and Leasing (collectively, the "Security Agreements"), under which the Company granted each a security interest in and to certain trademarks and service marks and any applications for federal registration or federal registrations therefor, and the goodwill associated therewith (the "Marks").

WHEREAS, the United States Patent and Trademark Office ("PTO") recorded these Security Agreements on October 22, 1998 at Trademark Reel 1807, Frame 0138 and Trademark Reel 1807, Frame 0150.

WHEREAS, the parties seek to make a record of each of the Bank's and Leasing's release and reassignment of their security interests in a portion of the Marks (the "Released Marks") to the Company, which Released Marks are listed on Schedule A annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Bank and Leasing hereby each (1) releases, discharges and relinquishes its security interest in the Released Marks, and (2) reassigns to the Company all right title, and interest that it may have had in the Released Marks, including the goodwill associated with the Released Marks, any and all applications or registrations therefor, and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits. The Lender and the Secured Party each specifically acknowledges that its Security Agreement with the Company is no longer effective with respect to the Released Marks, and that it does not own any rights to or have any ownership interest in the Released Marks, and all of the rights and remedies with respect to the Released Marks have been and are hereby extinguished. The Security Agreements shall remain in full force and effect with respect to any and all Marks other than the Released Marks.

BANCBOSTON, N.A.

BANCBOSTON LEASING INC.

By: *Corinne M. Barrett*
Name: CORINNE M. BARRETT
Title: Vice President

By: *Jeanette M. Knott-Jack*
Name: JEANETTE M. KNOTT-JACK
Title: AVP