

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mistras Holdings Corp.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address: _____
Address: _____

Street Address: 1600 Market Street

City: Philadelphia State: PA Zip: 19103

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other federally chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: 08/08/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,870,364;
1,656,028; 2,679,996

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David M. Perry, Esquire

Internal Address: Blank Rome LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account


8. Deposit account number:

02-2555

DO NOT USE THIS SPACE

9. Signature.

David M. Perry, Esquire
Name of Person Signing


Signature

8/15/03
Date

15

Total number of pages (including cover sheet, attachments, and document)
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$90.00 022555 1870364

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 8th day of August, 2003, by **MISTRAS HOLDINGS CORP.** ("Company"), a Delaware corporation, with its chief executive office located at 195 Clarksville Road, Princeton Junction, New Jersey 08550, and delivered to **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Agent for Lenders (in such capacity "Agent") and **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for **GLADSTONE CAPITAL CORPORATION** (in such capacity "Collateral Agent"), having a mailing address 1600 Market Street, Philadelphia, PA 19103.

BACKGROUND

A. This Agreement is being executed in connection with that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated the date hereof by and among Company, the other Borrowers, Agent, Collateral Agent, Gladstone Capital Corporation, and such other financial institutions a party thereto as a Lender (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has informed Agent that Company purchased certain assets pursuant to that certain Asset Purchase Agreement dated October 5, 2001 by and between Company and Kingsbury Inc. and Vibra-Metrics, Inc. and in accordance with the terms of the Loan Agreement is granting Agent, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Agent is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein.

C. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

D. Pursuant to the Loan Agreement, Agent is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations and Gladstone Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it

may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations and Gladstone Obligations, Company grants a lien and security interest to Agent in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company hereby covenants and agrees to maintain the Assets in full force and effect until all Obligations and Gladstone Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Company not to sue third persons;

(d) Company has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Company has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations and Gladstone Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement

shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application 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 this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application 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 shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended Schedule A.

4. Company further covenants that until all Obligations and Gladstone Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or Default has not occurred under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Agent shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Company agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent.

7. If and while an Event of Default exists under the Loan Agreement, Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Agent, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations and Gladstone Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Company's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations and Gladstone Obligations, Agent shall execute and deliver to Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Company shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all Obligations and Gladstone Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon request of Agent, Company shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to Company. Any expenses incurred in connection with such applications shall be borne by Company. Company shall not abandon any Patent, Trademark or Copyright without the prior written consent of Agent.

13. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Agent's name, but at Company's expense, and Company hereby agrees to reimburse Agent in

full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing among Company and Agent nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Company and Agent or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

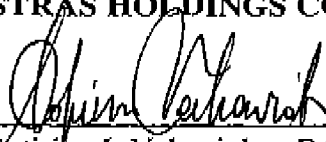
19. This Agreement may be executed in any number of counterparts, and by the Company and Agent in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature.

20. Company and Agent each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

**{SIGNATURE PAGE TO PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT FOLLOWS}**

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

MISTRAS HOLDINGS CORP.

By: 
Sotirios J. Vahaviolos, President

Approved and Accepted:
PNC BANK, NATIONAL ASSOCIATION

By: 
Celeste DiGeorge, Vice President

**[SIGNATURE PAGE TO PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES
SECURITY AGREEMENT]**

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY : SS
COUNTY OF MERCER :

On this 8th day of August, 2003, before me personally appeared Sotirios J. Vahaviolos, to me known and being duly sworn, deposes and says that he is the President of Mistras Holdings Corp., the Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Dorothy L. Wydra

Notary Public

My Commission Expires: 10-31-06

NOTARIAL SEAL
DOROTHY L. WYDRA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 31, 2006

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 8th day of August, 2003, before me personally appeared Celeste DiGeorge to me known and being duly sworn, deposes and says that she is Vice President of PNC Bank, National Association, the Agent described in the foregoing Agreement; that she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and she desires the same to be recorded as such.

Dorothy L. Wydra

Notary Public

My Commission Expires: 10-31-06

NOTARIAL SEAL
DOROTHY L. WYDRA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 31, 2006

SCHEDULE "A"

PROPERTY

APPLICATION OR
REGISTRATION NO.

DATED

Country	Title	Filed	Date Issued	Number	Expiration
United States	Fault Tolerant Multipoint Data Collection System	12/11/92	7/04/95	5,430,663	12/11/12
United States	Fault Tolerant Multipoint Data Collection System	6/30/95	11/11/97	5,687,391	12/11/12
United States	Encapsulated Accelerometer with Faraday Shielding	7/30/93	12/12/95	5,473,941	7/30/73
United States	Programmable Remote Transducer with Filtering, Differentiation, Integration, and Amplification	6/19/90	3/02/93	5,191,327	6/19/10
United States	Accelerometer with Shear Isolated Mounting	3/14/97	12/08/98	5,847,278	3/14/17
United States	Method and Apparatus for Monitoring Multiple Points on a Vibrating Structure	11/12/91	1/07/97	5,255,565	11/22/13

Schedule A
Trademark Schedule

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
SENSOR HIGHWAY	1,870,364	12/27/1994	12/27/2004
TUFKEM	1,921,808	9/26/1995	Cancelled on 7/20/2002 (§ 8); 9/26/2005 .
VIBRA-METRICS	1,656,028	9/10/1991	9/10/2011
PAC PHYSICAL ACOUSTICS CORPORATION and Design	2,679,996	1/28/2003	1/28/2013

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, Mistras Holdings Corp., a Delaware corporation ("Grantor") is the registered owner of the United States patents, patents rights, and patent applications, trademarks, service marks, trade names, service trade names, service mark applications and trademark applications, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____.

MISTRAS HOLDINGS CORP.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____, 20___, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Mistras Holdings Corp., and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

MISTRAS HOLDINGS CORP., a Delaware corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Amended and Restated Revolving Credit, Term loan and Security Agreement of even date herewith among Grantor and certain other parties as Borrowers and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 8th day of August, 2003.

MISTRAS HOLDINGS CORP.

By: 
Sotiriós J. Vahaviolos, President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW JERSEY : SS
COUNTY OF MERCER :

On this 8th day of August, 2003, before me personally appeared Sotirios J. Vahaviolos, to me known and being duly sworn, deposes and says that he is President of Mistras Holdings Corp., the Grantor described in the foregoing Power of Attorney; that he signed the Power of Attorney thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.

Dorothy L. Wydra

Notary Public

My Commission Expires: 10-31-06

NOTARIAL SEAL
DOROTHY L. WYDRA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 31, 2006



FAX TRANSMITTAL FORM

Date: August 15, 2003

	TO:	FIRM:	FAX NO.:	CONFIRMATION NO.:
1.	Assignment Division	Commissioner of Trademarks	(703) 306-5995	

From:	Andrew L. Levine
Phone:	(215) 569-5798
Fax:	(215) 832-5798
Email:	levine@blankrome.com
Atty No.:	2272

# of Pages:	17
(include cover)	

Client/Matter #:	074658-01148
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ORIGINAL:		WHEN COMPLETED:	
Will Follow:		Call For Pickup:	
Will Not Follow:	x	Send Interoffice:	

COVER MESSAGE:

CONFIDENTIALITY NOTE:

The documents accompanying this fax transmission contain information, which may be confidential and/or legally privileged, from the law firm of Blank Rome LLP. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this faxed information is strictly prohibited, and that the documents should be returned to this firm immediately. If you have received this in error, please notify us by telephone immediately at the number listed above, collect, so that we may arrange for the return of the original documents to us at no cost to you. The unauthorized disclosure, use, or publication of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.

TRANSMITTED BY:	DATE SENT:	TIME SENT:	TIME CALLED:
BUSY:	NO ANSWER:	WRONG NUMBER:	NO CONNECTION:

One Logan Square 18th & Cherry Streets Philadelphia, PA 19103
215.569.5500 Fax: 215.569.5555

www.BlankRome.com



Phone: (215) 569-5767
 Fax: (215) 569-5629
 Email: perry@blankrome.com

August 15, 2003

VIA FACSIMILE: (703) 306-5995

Commissioner for Trademarks
 Box Assignments/Fee
 Washington, D.C. 20231

Re: PNC Bank, National Association
 Recordal of Security Interest Agreement
 Between Mistras Holdings Corp. and
 PNC Bank, National Association

Dear Madam:

Enclosed for recordation is a "Patents, Trademarks, Copyrights and Licenses Security Agreement" showing the pledge as security of the below listed trademarks from Mistras Holdings Corp., a Delaware corporation ("Convening Party" or "Company"), to PNC Bank, National Association ("Agent" or "Receiving Party"):

Trademark	Registration No.
SENSOR HIGHWAY	1,870,364
VIBRA-METRICS	1,656,028
PAC PHYSICAL ACOUSTICS CORPORATION and Design	2,679,996

Please charge all fees due in connection with the filing of this assignment document to our Deposit Account Number 02-2555.

BLANK  ROME LLP
COUNSELORS AT LAW

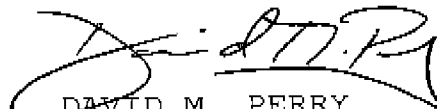
Commissioner for Trademarks
August 15, 2003
Page 2

Should any questions arise concerning the recordation of this document, kindly contact me at (215) 569-5767.

Please send all correspondence and the original document stamped with reel and frame numbers to the following address:

David M. Perry, Esquire
Blank Rome LLP
One Logan Square
Philadelphia, Pennsylvania 19103-6998

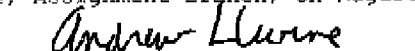
Sincerely yours,


DAVID M. PERRY

DMP:all
Enclosures
cc: Michael C. Graziano, Esquire
Timothy D. Pecsénye, Esquire

CERTIFICATE OF FACSIMILE

I hereby certify that this correspondence is sent via facsimile (703) 306-5995 to the United States Patent and Trademark Office, Assignment Branch, on August 15, 2003.


Andrew L. Levine