

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MICROCAL, LLC		03/30/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MCG CAPITAL CORPORATION as Administrative Agent		
<b>Street Address:</b>	1100 Wilson Blvd.		
<b>Internal Address:</b>	Suite 3000		
<b>City:</b>	Arlington		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22209		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75075318	MICROCAL	
<b>Registration Number:</b>	2096009	MC	
<b>Registration Number:</b>	2117382	ORIGIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-393-2000		
<b>Email:</b>	jack.chen@bingham.com, mary.dougherty@bingham.com		
<b>Correspondent Name:</b>	Jack C. Chen, Bingham McCutchen LLP		
<b>Address Line 1:</b>	Three Embarcadero Center		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Mary Dougherty		
<b>Signature:</b>	/Mary Dougherty/		

CH \$90.00 75075318

Date:

04/08/2005

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of March 31, 2005, by **MICROCAL, LLC**, a Delaware limited liability company (including any successor or permitted assignee thereof, "Grantor"), in favor of MCG CAPITAL CORPORATION (including any successor, participant, assignee or transferee thereof, "Administrative Agent"), as administrative agent for itself and the Lenders (as defined in the Credit Agreement referred to below).

### RECITALS

**WHEREAS, MICROCAL HOLDINGS, LLC**, a Delaware limited liability company ("Holdings") and Grantor and each of their respective direct and indirect Subsidiaries (each, a "Borrower"; collectively, the "Borrowers") have applied to Administrative Agent and the Lenders for an \$8,000,000 senior secured term loan A facility, a \$6,500,000 senior secured term loan B facility, a \$9,000,000 senior subordinated secured term loan C facility and a \$2,000,000 senior secured revolving credit facility; and

**WHEREAS**, pursuant to that certain Credit Facility Agreement by and among Borrowers, Lenders and Administrative Agent dated as of March 31, 2005 (as may be amended from time to time, "Credit Agreement"), a condition precedent to the obligation of Administrative Agent or any Lender to execute and perform under the Credit Agreement is that Borrowers shall have executed and delivered, inter alia, that certain Master Security Agreement, Collateral Assignment and Equity Pledge executed by Borrowers in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders dated as of March 31, 2005 (as may be amended from time to time, "Security Agreement") encumbering all of Borrowers' tangible and intangible personal property assets in favor of Administrative Agent for the benefit of Administrative Agent and the Lenders; and

**WHEREAS**, under the terms of the Security Agreement, Grantor has agreed to grant a security interest in Grantor's intellectual property to Administrative Agent for purposes of securing the obligations to Administrative Agent and the Lenders under the Credit Agreement and related Loan Documents; and

**WHEREAS**, Grantor has determined that it is in its best interest to execute this IP Security Agreement inasmuch as Grantor will derive substantial direct and indirect benefits from the funding of the Advances by Administrative Agent pursuant to the Credit Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Administrative Agent hereby agree as follows:

1. Grant. Grantor hereby grants to Administrative Agent, for the benefit of the Lenders, an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in and to the following property and rights (collectively, the "Collateral"):

(a) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S., state and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set forth on Schedule C attached hereto (including all associated goodwill, collectively, the "Trademarks"); and

(d) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(e) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(f) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(g) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect Administrative Agent's interest in the Collateral.

3. Power of Attorney. Prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof, Grantor hereby irrevocably grants Administrative Agent a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Administrative Agent's discretion, to take any action and to execute any instrument which Administrative Agent may deem reasonably necessary to accomplish the purposes of the Security Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, Schedule B, and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in Administrative Agent's sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Administrative Agent's interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect Administrative Agent's interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable prior to the termination of the Credit Agreement in accordance with Section 10.10 thereof.


4. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon the termination of the Credit Agreement in accordance with Section 10.10 thereof. Upon any such termination, Administrative Agent (at Grantor's request and sole expense) will execute and deliver to Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as Grantor may reasonably request and provide to Administrative Agent to evidence such termination.

5. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Grantor and Administrative Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or Credit Agreement shall govern.


[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

By:   
Name: GAIL NOLAN

**MICROCAL, LLC**  
(as Grantor)

By:   
Name: William Gelsb  
Title: President

[SEAL]

Address: **MICROCAL, LLC**  
22 INDUSTRIAL DRIVE EAST  
NORTHAMPTON, MA 01060

Telephone: (413) 586-7720  
Facsimile: (413) 586-0144

**WITNESS:**

By: \_\_\_\_\_

**MCG CAPITAL CORPORATION**  
(as Administrative Agent)

By: \_\_\_\_\_  
Name: William Ford  
Title: Managing Director

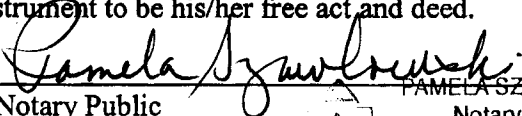

Address: 1100 Wilson Blvd., Suite 3000

Facsimile: (703) 247-7505

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS :  
 : SS  
COUNTY OF HAMPSHIRE :

Before me, the undersigned, a Notary Public, on this 30<sup>th</sup> day of March 2005, personally appeared WILLIAM GELB to me known personally, who, being by me duly sworn, did say that he/she is the PRESIDENT of MICROCAL, LLC, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said LIMITED LIABILITY COMPANY by authority of its member, and the said PRESIDENT acknowledged said instrument to be his/her free act and deed.

  
Notary Public PAMELA SZAWLOWSKI  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires:  My Commission Expires  
November 17, 2011

**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

**WITNESS:**

**MICROCAL, LLC**  
(as Grantor)

By: \_\_\_\_\_  
Name: \_\_\_\_\_

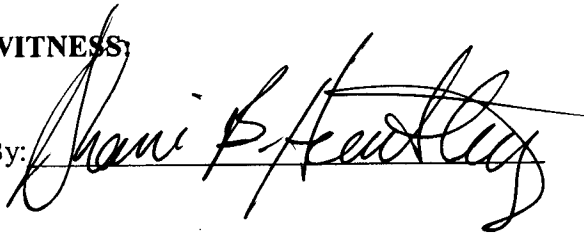
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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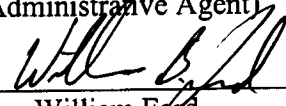
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Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_

**WITNESS:**

By: 

**MCG CAPITAL CORPORATION**  
(as Administrative Agent)

By:   
Name: William Ford  
Title: Managing Director

Address: 1100 Wilson Blvd., Suite 3000

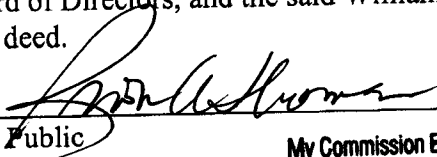
Facsimile: (703) 247-7505



**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA :  
: SS  
COUNTY OF ARLINGTON :

Before me, the undersigned, a Notary Public, on this 24 day of March \_\_\_\_, 2005, personally appeared William Ford to me known personally, who, being by me duly sworn, did say that he is a Managing Director of **MCG CAPITAL CORPORATION**, and that said instrument (i.e., the Intellectual Property Security Agreement) was signed on behalf of said **MCG Capital Corporation** by authority of its Board of Directors, and the said William Ford acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires January 31, 2008

My Commission Expires: \_\_\_\_\_

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

**I. Registered Copyrights**

<u>Copyright Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

**II. Pending Copyright Applications**

<u>Copyright Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Date of Creation</u>	<u>Date of Publication</u>
None.				

**III. Unregistered Copyrights**

<u>Copyright Title</u>	<u>Date of Creation</u>	<u>Date of Publication</u>	<u>Original Author/Owner</u>	<u>Date and Recordation Number of Assignment to Grantor</u>	<u>Date of Expected Registration (if applicable)</u>
VP Viewer					

**IV. Copyright Licenses**

<u>Copyright</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
None.					

## SCHEDULE B

### PATENT COLLATERAL

#### I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue Date</u>	<u>Title</u>
5,813,763		10/11/96	IMPROVEMENTS TO AN ULTRASENSITIVE DIFFERENTIAL MICROCALORIMETER
09/154,055		10/19/99	AN ULTRASENSITIVE DIFFERENTIAL MICROCALORIMETER WITH USER SELECTABLE RESPONSE TIME
6,485,173		05/16/01	PRESSURE PERTURBATION CALORIMETRY INSTRUMENTS AND METHODS
10/354,934		01/30/03	PETURBATION CALORIMETRY INSTRUMENTS AND METHODS

#### II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Filing Number</u>	<u>Date</u>	<u>Status</u>
IMPROVEMENTS TO AN ULTRASENSITIVE DIFFERENTIAL MICROCALORIMETER			97912650.5	10/7/97	Pending
IMPROVEMENTS TO AN ULTRASENSITIVE DIFFERENTIAL MICROCALORIMETER			00108469.5	12/28/00	Pending

**III. Patent Licenses**

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					

## SCHEDULE C

### TRADEMARK COLLATERAL

#### I. Registered Trademarks

<u>Trademark Description</u>	<u>Country/Filing Office</u>	<u>Registration Number</u>
MICROCAL	USPTO	75,075,318
MICROCAL	EUROPEAN UNION	289520
MICROCAL	AUSTRALIA	804148
MICROCAL	JAPAN	4436711
MC®-STYLIZED LOGO	USPTO	2,096,009

#### II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
None.					

#### III. Trademark Licenses

<u>Registration Number</u>	<u>Mark Origin</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
2,117,382	Origin	US	OriginLab Corporation	MicroCal	12/14/1999	