

10-22-98

10-29-1998

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
PATENT

100862941

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO: 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 ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
10/16/98

Name (line 1) Envirotest Systems Corp.

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Credit Suisse First Boston

Name (line 2)

Address (line 1) 11 Madison Avenue

Address (line 2)

Address (line 3) New York New York, USA 10010
City State/Country Zip Code

☐ 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 is attached. (Designation must be a separate document from Assignment.)

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)

10/28/1998 SSMITH 00000097 8806870

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 9525 FRAME: 0820

Correspondent Name and Address

Area Code and Telephone Number (212) 735-4133

Name James Talbot

Address (line 1) Skadden Arps Slate Meagher & Flom LLP

Address (line 2) New York, New York 10022

Address (line 3) USA

Address (line 4)

Pages

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

8

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

08/806,870 08/717,226 08/819,696

60/092,962 08/160,504

Patent Number(s)

5,414,626 5,418,366 5,425,266

5,465,614 5,563,420 5,719,396

5,726,450 5,644,133 5,671,158

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties

Enter the total number of properties involved. # 20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 800.00

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

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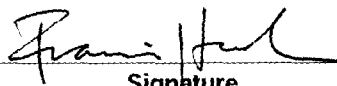
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Statement and Signature

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.

Francis Hsueh



10/20/98

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	
Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	
Name (line 1)	<input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2)	<input type="text"/>	

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	
Name (line 1)	<input type="text"/>	<input type="checkbox"/> 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 is attached. (Designation must be a separate document from Assignment.)		
Name (line 2)	<input type="text"/>			
Address (line 1)	<input type="text"/>			
Address (line 2)	<input type="text"/>			
Address (line 3)	<input type="text"/>	<input type="text"/>	<input type="text"/>	
	City	State/Country	Zip Code	

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	5,343,043	5,371,367	5,591,975
<input type="text"/>	<input type="text"/>	<input type="text"/>	5,797,682	5,020,113	5,742,340
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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GRANT OF PATENT SECURITY INTEREST

WHEREAS, **Envirotest Systems Corp.**, a Delaware corporation, **Envirotest Acquisition Corp.**, a Delaware corporation, and **Environmental Systems Products, Inc.**, a Delaware corporation (collectively "**Grantors**"), own and use in their business, and will in the future adopt and so use, various intangible assets, including the Patents (as defined below); and

WHEREAS, Environmental Systems Products Holdings Inc., a Delaware corporation (the "**Company**"), has entered into a Credit Agreement dated October 15, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with EnviroSystems Corp., a Delaware corporation, the banks, the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston ("**CSFB**"), as the Administrative Agent and the Collateral Agent, DLJ Capital Funding Inc., as the Syndication Agent, and CSFB and Donaldson, Lufkin & Jenrette Securities Corporation, as the Arrangers, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Company; and

WHEREAS, the Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders (in such capacity, collectively, "**Lender Counter-parties**"); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary and Parent Guaranty or the Foreign Subsidiary Guaranty, as applicable, dated as of the date hereof (said Subsidiary and Parent Guaranty and the Foreign Subsidiary Guaranty, as each may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of the Administrative Agent for the benefit of Lenders and any Lender Counterparties, pursuant to which each Grantor has guarantied the prompt payment and performance when due of all obligations of the Company under the Credit Agreement and the other Loan Documents and all obligations of the Company under the Lender Interest Rate Agreements, including without

limitation the obligation of the Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the Collateral Agent and the other grantors named therein, each Grantor has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Patents (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, each Grantor hereby assigns to the Collateral Agent and hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

(i) all rights, title and interest in and to all patents and patent applications under any domestic, international, or foreign law that are presently, or in the future may be, owned or held in whole or in part by such Grantor (including, without limitation, the patents and patent applications listed in Schedule A, as the same may be amended pursuant hereto from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof including all proceeds thereof (such as, byway of example and not by limitation, license royalties and proceeds of infringement suits) and the right (but not the obligation), to sue for past, present, and future infringements in the name of such Grantor or in the name of the Collateral Agent or Lenders (collectively, the "**Patents**");

(ii) all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind owned by or owing to such Grantor which relate in any way to Patents, including, but not limited to, the exclusive Patent licenses which appear on schedule l(d) to the Security Agreement, and all rights in, to, and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (collectively, the "**Related Obligations**"); and

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Patents and Related Obligations and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patents and Related Obligations. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes whatever is receivable or received when Patents and Related Obligations or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and each Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provision, the Patent Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantors have caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 16th day of October, 1998.

ENVIROTEST SYSTEMS CORP.

By: 

Name: _____

Title: _____

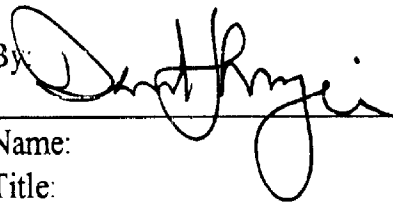
**ENVIROTEST ACQUISITION
CORP.**

By: 

Name:

Title:

**ENVIRONMENTAL SYSTEMS
PRODUCTS, INC.**

By: 

Name:

Title:

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

<u>Owner</u>	<u>Invention</u>	<u>Patent No.</u>	<u>Issue Date</u>
1(a) Envirotech Systems Corp. (Solely Owned)	Apparatus and Method for Capturing, Storing, Retrieving, and Displaying the Identification and Location of Motor Vehicle Emission Control Systems	5,414,626	05/09/95
	IR-Based Nitric Oxide Sensor Having Water Vapor Compensation	5,418,366	05/23/95
	Apparatus and Method for Non-intrusive Testing of Motor Vehicle Evaporative Fuel Systems	5,425,266	06/20/95
	Apparatus and Method for Non-intrusive Testing of Motor Vehicle Canister Purge System	5,465,614	11/14/95
	Integrated Ultraviolet and Infrared Source with Minimal Visible Radiation	5,563,420	10/06/96
	Systems and Method for Determining Compliance of Moving Vehicles with Emission-Concentration Standards	5,719,396	2/17/98

<u>Owner</u>	<u>Invention</u>	<u>Patent No.</u>	<u>Issue Date</u>
Envirotest Systems Corp. (Solely Owned) cont.	Unmanned Integrated Optical Remote Emission Sensor (RES) for Motor Vehicles	5,726,450	3/10/98
	Analysis of Remote Emissions from Vehicles	(08/806,870)	(02/24/97)
	Remote Vehicle Emissions Analyzer and Light Conveyance to Detectors Through Fiber Optic Light Tubes	5,644,133	07/01/97
	Speed and Acceleration Monitoring Device using Visible Laser Beams	(08/717,226)	(09/26/96)
	Infrared Remote Sensing for Checking Vehicle Brake Condition	(08/819,696)	(03/12/97)
	Vehicular Running Loss Detecting System	(60/092,962)	(07/15/98)
	Apparatus and Method for Effecting Wireless Discourse Between Computer and Technician in Testing Motor Vehicle Emission Control Systems	5,671,158	09/23/97

<u>Owner</u>	<u>Invention</u>	<u>Patent No.</u>	<u>Issue Date</u>
1(b) Envirotech Systems Corp. (Jointly Owned)	Remote Sensor Device for Monitoring Motor Vehicle Exhaust Systems	5,343,043	08/30/94
	Remote Sensor Device for Monitoring Motor Vehicle Exhaust Systems with High Speed Sampling	5,371,367	12/06/94
	Optical Sensing Apparatus For Remotely Measuring Exhaust Gas Composition of Moving Motor Vehicles	5,591,975	01/07/97
	Device and Method for Measuring Temperature of Vehicle Exhaust	5,797,682	08/25/98
1(c) Envirotech Systems Corp. (Owned pursuant to License Agreement with Hughes Aircraft dated 08/29/97)	Maskable Bi-Level Correlators	5,020,113	05/28/91
	Automated License Plate Reader	(08/160,504)	(12/01/93)
	Ambient Light Automatic Gain Control for Electronic Imaging Cameras and the Like	5,742,340	04/21/98

<u>Owner</u>	<u>Invention</u>	<u>Patent No.</u>	<u>Issue Date</u>
2. Envirotech Acquisition Corp.	Tachometer System for Measuring the RPM of an Internal Combustion Engine, With no Physical or Visual Connection	5,151,654	09/29/92
3. Environmental Systems Products Inc.	Foot Pedal Force Transducer	4,206,636	06/10/80
	Relative Compression of an Asymmetric Internal Combustion Engine	4,348,893	09/14/82
	Graphic Display of Engine Cylinder Parameters	4,417,467	11/29/83
	Absolute Compression Test	4,562,728	01/07/86
	Deceleration Based Compression Test	4,606,224	08/19/86
	Graphic Display of Timing Advance Data	5,034,893	07/23/91
	Non-Intrusive Tachometer For Spark Ignition Autos	5,043,659	08/27/91
	Automotive Engine Signal Digitization	5,063,515	11/05/91