

PATENT SECURITY AGREEMENT

WHEREAS, QUALIMETRICS, INC., a California corporation ("Grantor"), owns the patents, patent registrations and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and LaSalle National Bank, a national banking association (herein, together with its successors and assigns, the "Bank") are parties to a Secured Credit Agreement dated as of even date herewith (as same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by the Bank; and

WHEREAS, Grantor and the Bank, are parties to a Security Agreement of even date herewith ("Security Agreement"), pursuant to which Grantor has granted to the Bank a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent registrations, patent applications and patent licenses, together with the goodwill of the business symbolized by Grantor's patents, and all proceeds thereof, to secure, among other things, the payment of all amounts owing by Grantor under the Credit Agreement the other Related Documents (this and all other capitalized terms used herein but not elsewhere defined shall have the respective meanings ascribed to such terms in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the prompt and complete payment, performance and observance of all obligations and liabilities of Grantor under the Credit Agreement and the other Related Documents, Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

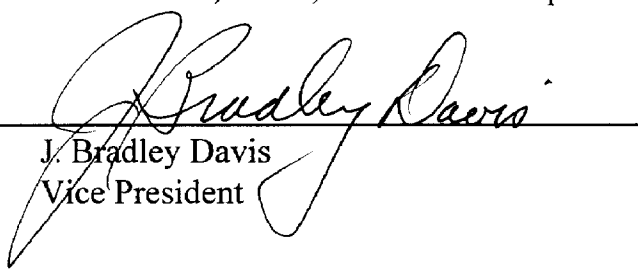
- (1) each patent, patent registration and patent application (together with any renewals, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent, patent registration and patent application; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution thereof, or (b) injury to the goodwill associated therewith.

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Patent Collateral made and 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, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of the 22nd day of March, 1999.

QUALIMETRICS, INC., a California corporation

By: _____


J. Bradley Davis
Vice President

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 22nd day of March, 1999, before me personally appeared J. Bradley Davis to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of Qualimetrics, Inc., a California corporation, who being by me duly sworn, did depose and say that he is Vice President of said corporation, which is the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.



Nancy A. Butler
Notary Public

My commission expires:

10/09/01

**Schedule 1
To Patent
Security Agreement**

PATENTS

<u>COUNTRY</u>	<u>TITLE</u>	<u>INVENTOR</u>	<u>PATENT/ SERIAL NO.</u>	<u>ISSUE DATE</u>	<u>OWNER OF RECORD</u>
U.S.	Potentiometer Circuit Providing Identifiable Open Wiper Signals	Eric S. Micko	5,589,779	12-03-1996	Qualimetrics, Inc.
U.S.	Multiple Angle and Redundant Visibility Sensor	Richard N. DeGunther; Wilbert I. Marsh	5,373,367	12-13-1994	Qualimetrics, Inc.
U.S.	Cloud Height Measuring Means	Folke Löfgren; Sven E. Söderström	4643564	02-17-1987	ASEA Aktiebolag is the assignee listed on the patent, however a patent search performed by Senior Lender's Counsel confirmed assignment of the patent to Qualimetrics, Inc.

PATENT APPLICATIONS

None

PATENT LICENSES

None

276222/D/2 8DN_02_

RECORDED: 04/14/1999

**PATENT
REEL: 9866 FRAME: 0770**