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FORM PTO-1585

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

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

1. Name of conveying party(ies):

FluidSense Corporation

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

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address:

Street Address: One Federal Street

City: Boston State: MA ZIP: 02110

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: July 30, 1999

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

None

B. Patent No.(s)

1. 5,624,409

2. 5,533,381

Additional numbers attached?  Yes  No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41).....\$ 80.00:

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/05/1999 NTHAI1 00000010 5624409

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9. 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.

Judy Radoccia

Name of Person Signing

*Judy Radoccia*  
Signature

August 5, 1999

Date

Total number of pages including cover sheet, attachments, and document:

5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20221

## SECURITY AGREEMENT (PATENTS)

WHEREAS, FLUIDSENSE CORPORATION, a Delaware corporation, with a principal place of business at 260 Merrimac Street, Newburyport, MA 01950 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated July 30, 1999 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the United States Patents listed on Schedule A hereto and identified in said Letter Agreement and said Security Agreement (collectively, the "U.S. Patents"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the U.S. Patents listed on Schedule A hereto; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of a foreclosing secured party in and to the U.S. Patents and any proceeds thereof, including, without limitation, the right, following such foreclosure, to transfer to a purchaser all of the Company's right, title and interest in and to the U.S. Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the U.S. Patents listed on Schedule A hereto; as security for the Obligations (as defined in the Security Agreement) the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said U.S. Patents; the Company agrees that it will not sell or assign any of the U.S. Patents without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the U.S. Patents.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may reasonably deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Patents). The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

By: [Signature]  
Name: Jeffrey H Carlisle  
Title: President.

By: [Signature]  
Its GR VICE PRESIDENT

COMMONWEALTH OF MASSACHUSETTS )  
 ) ss.  
COUNTY OF SUFFOLK )

Then personally appeared before me the above-named JEFFREY CARLISLE, the PRESIDENT of FluidSense Corporation, and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 30<sup>th</sup> day of July, 1999.

[Signature]  
Notary Public  
My commission expires: 1-17-2003  
JOAN C. DILLON

1-17-2003

SCHEDULE A

TO

SECURITY AGREEMENT (PATENTS)

Patents with United States Registration

<u>Patent Description</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Variable-pulse dynamic fluid flow controller	5,624,409	April 29, 1997
Conversion of liquid volume, density, and viscosity to frequency signals	5,533,381	July 9, 1996

Patent Applications

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
	None.	