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UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Ion Track Instruments LLC
205 Lowell Street
Wilmington, Massachusetts 01887

A Delaware limited liability company

2. Name and address of receiving party:

BankBoston, N.A., as Agent
100 Federal Street
Boston, MA 02110

A national banking association

3. Nature of conveyance: Patent Collateral Assignment and Security Agreement,
attached hereto as Exhibit 1.

Execution date: January 24, 2000

4. Application numbers and registration numbers:

A. Patent registration numbers:

<u>Patent</u>	<u>Patent No.</u>	<u>Issue Date</u>
Temperature Compensation in Differential Pressure Leak Detection	4,947,352	8/7/1990
Method and Apparatus for Detecting Low Volatility Atmospheric Vapors	5,027,643	7/2/1991
Ion Mobility Spectrometer	5,200,614	4/6/1993

02/02/2000 TT011 0000079 497352 200.00 EP
01 FC:501

B. Patent application numbers:

<u>Patent</u>	<u>Application No.</u>	<u>Filing Date</u>
Materials and Apparatus for the Detection of Contraband	09/411,455	October 1, 1999

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

Sandra Vrejan, Esq.
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

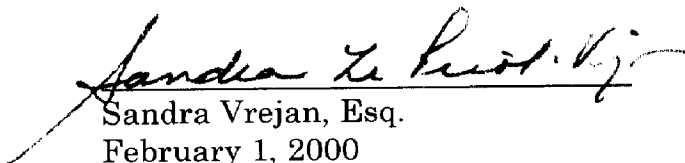
6. Total number of applications and registrations involved: 5

7. Total fee enclosed: \$200

8. Deposit account number: Not applicable

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.


Sandra Vrejan, Esq.
February 1, 2000

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 17

Mail documents to be recorded with required cover sheet information to:

United States Patent and Trademark Office
Office of Public Records
Crystal Gateway 4
Room 335
Washington, D.C. 20231

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

PATENT COLLATERAL SECURITY AND PLEDGE AGREEMENT
dated as of January 24, 2000, between **ION TRACK INSTRUMENTS LLC**, a Delaware limited liability company having its principal place of business at 205 Lowell Street, Wilmington, Massachusetts 01887 (the "Assignor"), and **BANKBOSTON, N.A.**, a national banking association having an office at 100 Federal Street, Boston, Massachusetts 02110, as agent (hereinafter, in such capacity, the "Agent") for itself and other lending institutions (hereinafter, collectively, the "Banks") which are, or may in the future become, parties to a Revolving Credit and Term Loan Agreement dated as of January 24, 2000 (as amended and in effect from time to time, the "Credit Agreement"), among TG Group Inc., a Delaware corporation, the Assignor, the Banks and the Agent.

WHEREAS, it is a condition precedent to the Banks' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Banks and the Agent, a patent agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Agent, for the benefit of the Banks and the Agent, a Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Agent, for the benefit of the Banks and the Agent, a security interest in all of the Assignor's right, title and interest in and to all of its personal property and fixture assets, including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Patent Agreement referred to below:

Excluded Patent Collateral. All of the Assignor's right, title and interest in Patents, Patent License Rights and all other Patent Rights, each outside the United States or arising under any foreign patent law or regulation.

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent License Rights, and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books and records and technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right in the name of the Assignor or the Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents in the United States, whether arising under federal law, state law, common law, or otherwise, including but not limited to the following: all such rights arising out of or associated with the Patents; the right (but not the obligation) to register claims under any federal or state patent law or regulation; the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements of or any other damages or injury to the Patents or the Patent Rights, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, in the United States, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

- (a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);
- (b) all letters patent of the United States and all applications for letters patent of the United States;
- (c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

2. GRANT OF SECURITY INTEREST.

To secure the full and prompt payment and performance when due, whether at stated maturity, by acceleration or otherwise, of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Agent, for the benefit of the Banks and the Agent, BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral, (other than Excluded Patent Collateral, provided, however, that the Assignor hereby agrees that after the Closing Date, upon the Agent's request, the Assignor shall grant to the Agent, for the benefit of the Banks and the Agent, a security interest in, and shall take all steps necessary or advisable under applicable law, to establish and perfect the Agent's security interest in Excluded Patent Collateral. NEITHER THE AGENT NOR ANY OF THE BANKS ASSUMES ANY LIABILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A (as Schedule A may be updated from time to time pursuant to §5 hereof) attached hereto sets forth a true and complete list of all the United States patents, rights to patents and patent applications now owned, licensed, controlled or used by the Assignor; (ii) the issued Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the issued Patents except, after the date hereof, as permitted under §6.2 hereof; (iii) to the best of the Assignor's knowledge, each of the issued Patents is valid and enforceable except, after the date hereof, as permitted under §6.2 hereof; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the issued Patents or Patent Rights; (v) except as set forth on Schedule 9.7 to the Credit Agreement no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of

the Assignor's knowledge there is no infringement by the Assignor of the patent rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners and their licensees with respect to Patents which the Assignor is licensed to practice or use), free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Assignor not to sue third persons, other than the security agreement and mortgage created by the Security Agreement and this Patent Agreement; (vii) the Assignor has the unqualified right to enter into this Patent Agreement and perform its terms; (viii) this Patent Agreement, together with the Security Agreement, will create in favor of the Agent, for the benefit of the Banks, a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (ix) of this §3; and (ix) except for the filing of financing statements under the Uniform Commercial Code and the filing of this Patent Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (a) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Patent Agreement by the Assignor, or (b) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent and except for licenses of the Patent Collateral in the ordinary course of the Assignor's business consistent with its past practices and for transactions otherwise permitted under the terms of the Credit Agreement, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Patent Agreement or the Security Agreement.

5. AFTER-ACQUIRED PATENTS, ETC.

5.1. After-acquired Patents. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new patents, patent applications or patentable inventions, or become entitled to the benefit of any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent Collateral or any improvement on any of the Patent Collateral, the provisions of this Patent Agreement shall automatically apply thereto and the Assignor shall promptly give to the Agent notice thereof in writing and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to transfer title thereto to the Agent, for the benefit of the Banks and the Agent.

5.2. Amendment to Schedule. The Assignor authorizes the Agent to modify this Patent Agreement, without the necessity of the Assignor's further

approval or signature, by amending Schedule A attached hereto to include any future or other Patents or Patent Rights under §2 or §5 hereof.

6. PATENT PROSECUTION.

6.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, grant, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Agent and the Banks harmless from any and all costs, damages, liabilities and expenses which may be incurred by the Agent or any of the Banks in connection with the Agent's title to any of the Patent Collateral or any other action or failure to act in connection with this Patent Agreement or the transactions contemplated hereby.

6.2. Assignor's Duties, etc. The Assignor shall have the right and the duty to prosecute diligently any patent applications of the Patents pending as of the date of this Patent Agreement or thereafter, to make application for unpatented but reasonably patentable inventions and to preserve and maintain all rights in the Patents, including without limitation the payment when due of all maintenance fees and other fees, taxes and other expenses which shall be incurred or which shall accrue with respect to any of the Patents. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed patent application, or any pending patent application or patent, without the consent of the Agent, which consent shall not be unreasonably withheld. The Agent hereby appoints the Assignor as its agent for all matters referred to in the foregoing provisions of this §6 and agrees to execute any documents necessary to confirm such appointment. Upon the occurrence and during the continuance of an Event of Default, the Agent may terminate such agency by providing written notice of termination to the Assignor.

6.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty, with the consent of the Agent which shall not be unreasonably withheld, to bring suit or other action in the Assignor's own name to enforce the Patents and the Patent Rights. Except as permitted by §§10.6 and 11.5.2 of the Credit Agreement, the Agent shall be required to join in such suit or action as may be necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum so long as the Agent is completely satisfied that such joinder will not subject the Agent or any of the Banks to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent and the Banks for all damages, and reasonable costs and expenses, including legal fees, incurred by the Agent and any of the Banks pursuant to this §6.

6.4. Protection of Patents, etc. Except as permitted by §§10.6 and 11.5.2 of the Credit Agreement, in general, the Assignor shall take any and all commercially reasonable actions (including but not limited to institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral. The Assignor shall not take or fail to take any action, nor permit any action to be taken

or not taken by others under its control, which would affect the validity, grant or enforcement of any of the Patent Collateral.

6.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or the Assignor's rights, title or interests in and to any of the Patent Collateral that could be expected, in each case, to materially and adversely affect the value of the Patent Collateral, and of any other event which does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Agent to dispose of any of the Patent Collateral or the rights and remedies of the Agent and the Banks in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

7. LICENSE BACK TO ASSIGNOR.

Unless and until there shall have occurred and be continuing an Event of Default and the Agent has notified the Assignor that the license granted hereunder is terminated, the Agent hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free right and license under the Patents to make, have made for it, use, sell and otherwise practice the inventions disclosed and claimed in the Patents for the Assignor's own benefit and account and for none other; provided, however, that the foregoing right and license shall be no greater in scope than, and limited by, the rights assigned to the Agent, for the benefit of the Banks and the Agent, by the Assignor hereby. The Assignor agrees not to sell, assign, transfer, encumber or sublicense its interest in the license granted to the Assignor in this §7, without the prior written consent of the Agent. Any such sublicenses granted on or after the date hereof shall be terminable by the Agent upon termination of the Assignor's license hereunder.

8. REMEDIES.

If any Event of Default shall have occurred and be continuing, then at the discretion of the Agent, or upon instructions by the Majority Banks to the Agent, and upon notice by the Agent to the Assignor: (i) the Assignor's license with respect to the Patents as set forth in §7 shall terminate; (ii) the Assignor shall immediately cease and desist from the practice, manufacture, use and sale of the inventions claimed, disclosed or covered by the Patents; and (iii) the Agent shall have, in addition to all other rights and remedies given it by this Patent Agreement, the Credit Agreement, the Security Agreement, and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, and without advertisement, sell or license at public or private sale or otherwise realize

upon the whole or from time to time any part of the Patent Collateral, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Security Agreement. Notice of any sale, license or other disposition of any of the Patent Collateral shall be given to the Assignor at least ten (10) Business Days or such longer time as provided for in the Uniform Commercial Code before the time that any intended public sale or other disposition of such Patent Collateral is to be made or after which any private sale or other disposition of such Patent Collateral may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor hereunder shall be breached, the Agent, in its own name or that of the Assignor (in the sole reasonable discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any reasonable cost or expense incurred by the Agent in so doing. The Agent shall endeavor to give notice prior to or contemporaneously with the taking of any action hereunder to the Assignor, provided, however, that the failure of the Agent to give the Assignor such notice shall not affect any of the Agent's rights hereunder.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use any of the Patent Collateral, to practice, make, use or sell the inventions disclosed or claimed in any of the Patent Collateral, to grant or issue any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or interest therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts which the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful

misconduct). This power of attorney shall be irrevocable for the duration of this Patent Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Patent Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in any of the Patent Collateral. Upon receipt of an affidavit of an officer of the Agent or the Banks as to the loss, theft, destruction or mutilation of this Agreement, the Notes or any other security document which is not of public record, and, in the case of any such loss, theft, destruction or mutilation, upon cancellation of such Agreement, Note or other security document, the Borrower will issue, in lieu thereof, a replacement note or other security document in the same principal amount thereof and otherwise of like tenor.

12. TERMINATION.

At such time as all of the Loans and all other Obligations have been finally paid and satisfied in full in cash and all credit commitments of the Banks in respect thereof (including all outstanding Letters of Credit) shall have been terminated (or, in the case of Letters of Credit, have been fully cash-collateralized), this Patent Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Agent and the Banks by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Agent and the Banks pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing among the Assignor, the Banks and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or any of the Banks, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable fees, costs and expenses, including the reasonable attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Patent Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to any of the Patent Collateral, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder to the Agent, any Bank or any agent or affiliate of the Agent or any Bank shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE AGENT NOR ANY BANK ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, OR ANY PRACTICE, MANUFACTURE, USE OR SALE OF ANY OF THE INVENTIONS DISCLOSED OR CLAIMED THEREIN, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE BANKS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY BANK WITH RESPECT TO SUCH LIABILITIES, BUT EXCLUDING ALL SUCH LIABILITIES TO THE EXTENT SUCH LIABILITIES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION UPON FINAL ORDER TO ARISE SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT.

17. RIGHTS AND REMEDIES CUMULATIVE.

All of the Agent's and the Banks' rights and remedies with respect to the Patent Collateral, whether established hereby or by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Patent Agreement is supplemental to the Security

Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Agent and the Banks contained therein. Nothing contained in this Patent Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Patent Collateral granted to the Agent for the benefit of the Banks and the Agent under the Security Agreement.

18. NOTICES.

All notices and other communications made or required to be given pursuant to this Patent Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, telecopy or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at 205 Lowell Street, Wilmington, Massachusetts, 01887, Attention: Andrew Hawes, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice, and

(b) if to the Agent, at 100 Federal Street, Boston, Massachusetts 02110, Attention: George A. Ojanuga, Vice President – Massachusetts Middle Market, or at such other address for notice as the Agent shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand, overnight courier or facsimile to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer or the sending of such facsimile, and, (ii) if sent by registered or certified first-class mail, postage prepaid, on the third Business Day following the mailing thereof.

19. AMENDMENT AND WAIVER.

This Patent Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Banks or the Majority Banks, as provided in the Credit Agreement) and the Assignor, except as provided in §5.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent and the Banks or the Majority Banks, as provided in the Credit Agreement. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

20. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS PATENT AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Assignor agrees

that any suit for the enforcement of this Patent Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §18. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

21. WAIVER OF JURY TRIAL.

EACH OF THE AGENT AND THE ASSIGNOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY DISPUTE WITH RESPECT TO THIS PATENT AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor and the Agent each (i) certifies that neither the Agent or any Bank or the Assignor, as applicable, nor any representative, agent or attorney thereof has represented, expressly or otherwise, that the Agent or any Bank or the Assignor, as applicable, would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Agent or any Bank is a party, the Agent and the Banks are relying upon, among other things, the waivers and certifications contained in this §21.

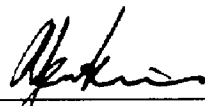
22. MISCELLANEOUS.

The headings of each section of this Patent Agreement are for convenience only and shall not define or limit the provisions thereof. This Patent Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Banks and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Patent Agreement and the Credit Agreement, or between this Patent Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. No such conflict shall be deemed to exist merely because this Patent Agreement imposes greater obligations on the Assignor than the Credit Agreement or the Security Agreement, as the case may be. If any term of this Patent Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Patent Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Patent Agreement.

IN WITNESS WHEREOF, this Patent Agreement has been exe-

cuted as of the day and year first above written.

ION TRACK INSTRUMENTS LLC

By: 
Name: Anthony Jenkins
Title: President


BANKBOSTON, N.A., as Agent

By: Christopher S. Allen
Name: Christopher S. Allen
Title: Director

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF New York)
) ss.
COUNTY OF New York)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 24th day of January, 2000, personally appeared Anthony Jenkins to me known personally, and who, being by me duly sworn, deposes and says that he is the President of Ion Track Instruments LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Board of Managers, and said President acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

My commission expires:

KARL PETERCOV
Notary Public, State of New York
No. 001111334
Qualified in Queens County
Commission Expires April 5, 2001

Schedule A Ion Track Instruments

United States Patents and Patent Applications

Title	Country	Patent No. (Appl. No)	Issue Date (Filing Date)	Owner	Status/Comments
Temperature Compensation in Differential Pressure Leak Detection	United States	4,947,352 (07/173,077)	8/7/1990 (3/25/1988)	Ion Track Instruments, Inc.	Issued
Method and Apparatus for Detecting Low Volatility Atmospheric Vapors	United States	5,027,643 (07/503,698)	7/2/1991 (4/3/1990)	Ion Track Instruments, Inc.	Issued
Ion Mobility Spectrometer	United States	5,200,614 (07/821,681)	4/6/1993 (1/16/1992)	Ion Track Instruments, Inc.	Issued
Ion Trap Mobility Spectrometer and Method of Operation for Enhanced Detection of Narcotics	United States	5,491,337 (08/276,959)	2/13/1996 (7/19/1994)	Ion Track Instruments, Inc.	Issued
Materials and Apparatus for the Detection of Contraband	United States	(09/411,455)	(10/1/1999)	Ion Track Instruments, Inc.	Pending

Ion Track Instruments

United States Licensed Patents and Patent Applications

Title	Country	Patent No. (Appl. No)	Issue Date (Filing Date)	Owner	Status/Comments
Chemical Trace Detection Portal Based on the Natural Airflow and Heat Transfer of the Human Body	United States	(09/262,880)	(3/8/1999)	Penn State Research Foundation	Pending

PATENT

REEL: 010506 FRAME: 0789

RECORDED: 02/02/2000