
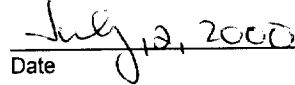


08-03-2000

Substitute Form PTO-1595
Attorney Docket No.: 06427-009001

: SHEET

101422109

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Dover Instrument Corp. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Chittenden Trust Company d/b/a Chittenden Bank Two Burlington Square Burlington, VT 05402 Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 07/06/2000	4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): 09/099,046 B. Patent No(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name/address of party to whom correspondence concerning document should be mailed: TIMOTHY A. FRENCH Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110-2804	6. Total number of applications/patents involved: 1 7. Total fee (37 CFR §3.41): \$40 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to charge Deposit Account. 8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
DO NOT USE THIS SPACE	
9. Statement and Signature: <i>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.</i>	
Timothy A. French Reg. No. 30,175 Name of Person Signing	 Signature  Date
Total number of pages including coversheet, attachments and document: 8	

20066512.doc

08/02/2000 NTHAI1 00000256 09099046

01 FC:581

40.00 OP

CERTIFICATE OF MAILING BY EXPRESS MAIL

Express Mail Label No. EL 485680395US

I hereby certify under 37 CFR §1.10 that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee with sufficient postage on the date indicated below and is addressed to the Commissioner of Patents, Washington, D.C. 20231.

July 12, 2000
Date of Deposit


Signature

Linda Wesley
Typed Name of Person Signing Certificate

PATENT
REEL: 010957 FRAME: 0037

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (the "Agreement") dated as of July 6, 2000 between **Dover Instrument Corp.** (herein, "Borrower"), a Massachusetts corporation with an address of 200 Flanders Road, Westborough, Massachusetts and **Chittenden Trust Company d/b/a Chittenden Bank** as lender (herein, in such capacity, together with any successor thereto in such capacity, called the "Lender") with a place of business at Two Burlington Square, Burlington, Vermont 05402.

RECITALS:

A. Borrower entered into a Loan Agreement and a Commercial Security Agreement, both of even date herewith (together with all amendments and other modifications, if any from time to time made thereto, collectively and severally the "Loan and Security Agreements");

B. As a condition precedent to the making of the Loans under the Loan and Security Agreements, Borrower is required to execute and deliver this Agreement and to grant to the Lender a continuing security interest in all of the Patent Collateral (as defined below) to secure all the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make the Loans to the Borrower pursuant to the Loan and Security Agreements, Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, having the meanings provided in the Loan and Security Agreements. In addition, for purposes hereof: (i) "Intellectual Property" means trademarks, copyrights, service marks, trade names, trade styles, logos, goodwill, trade secrets, patents, and licenses acquired under any statutory, common law or registration process in any state or nation at any time, or under any agreement executed with any person or entity at any time; (ii) the term "license" refers not only to rights granted by agreement from the owner of patents, copyrights, trademarks, service marks and the like, but also to rights granted by a franchisor under a franchise or similar agreement. (The foregoing enumeration is not intended as a limitation of the meaning of the term

"license"); and (iii) the term "Obligations" means all liabilities and obligations now or hereafter owing from the Borrower to the Lender of whatever kind or nature, whether or not currently contemplated at the time of this Agreement, whether such obligations be direct or indirect, absolute or contingent or due or to become due, including, without limitation, all unpaid principal under any note made by the Borrower in favor of the Lender, all accrued interest and all costs and expenses, including attorney's fees, costs and expenses relating to the appraisal and/or valuation of assets and all costs and expenses incurred or paid by the Lender in exercising, preserving, defending, collecting, administering, enforcing or protecting any of its rights under the Obligations or hereunder or with respect to the Collateral or any litigation arising out of the transactions evidenced by the Obligations.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations the Borrower does hereby assign, pledge and grant to the Lender a security interest in all of the Borrower's right, title and interest in and to the following property (the "Patent Collateral"), whether now owned or hereafter existing or acquired:

(a) all of Borrower's patents, patent applications, inventions, trade secrets, know-how, proprietary information and rights in patents, inventions, trade secrets, know-how and proprietary information owned by others, which, in the case of patents or patent applications, are now or hereafter issued by or filed with the U.S. Patent and Trademark Office or any similar office or agency of any other countries, including, without limitation, the patents and patent applications listed on Schedule I attached hereto and made part thereof (the "Patents");

(b) all Intellectual Property that is related to the Patent Collateral; and

(c) all proceeds of all of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements of the Patents, all rights corresponding thereto throughout the world and all re-

issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

SECTION 3. Borrower's Covenants and Representations. The Borrower represents, warrants and covenants that, to the best of its knowledge:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Each of the Patents is valid and enforceable and the Borrower has notified the Lender in writing of all prior assignments (including public uses and sales) of which it is aware;

(c) The Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances except as disclosed in the Loan and Security Agreements, including without limitation, licenses, shop rights and covenants by the Borrower not to sue third persons;

(d) The Borrower has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(e) Until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with the Borrower's obligations under this Agreement, without the Lender's prior written consent.

SECTION 4. Security Agreement. This Agreement has been executed and delivered by Borrower for the purpose of recording the security interest of the Lender in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Loan and Security Agreements. The Loan and Security Agreements (and all

rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Additional Collateral. If, before the Obligations shall have been satisfied in full, the Borrower shall obtain rights to any new 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 Patents or any improvement on any Patents, the provisions of Section 2 hereof shall automatically apply thereto and the Borrower shall give to the Lender prompt notice thereof in writing. The Borrower authorizes the Lender to modify this Agreement by amending Schedule I hereto to include any such future patents and patent applications.

SECTION 6. Attorney-in-Fact. The Borrower hereby appoints the Lender, or its designee, as the Borrower's true and lawful attorney-in-fact (without requiring the Lender to act as such), with full power, upon the occurrence of any Event of Default and at any time thereafter, as follows: (1) to sell, transfer or assign the Patents and the other Patent Collateral or any part thereof, (2) to grant any license or sublicense to make, have made, use or sell under or pursuant to any or all of the Patents, (3) to seek issuance of all Patents in accordance with this Agreement (4) to execute and file assignments of the Patents and the other Patent Collateral in the name of the Borrower with the U.S. Patent and Trademark Office or any similar office or agency of any other country as it may deem appropriate, (5) to perform all acts required or permitted to be performed in connection with maintaining the Patents and the other Patent Collateral, and (6) to perform all other acts to perfect and continue the Lender's security interest in, and to protect, preserve and enforce the Patents and the other Patent Collateral.

SECTION 7. Lender's Fees and Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, 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, preserving the Patents and the other Patent Collateral, or in defending or prosecuting any actions or

proceedings arising out of or related to the Patents and the other Patent Collateral, shall be borne and paid by the Borrower on demand by the Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed under the Obligations.

SECTION 8. Patents to be Issued; Lender's Expenses. The Borrower shall have the duty, through counsel acceptable to the Lender, to prosecute diligently any patent application with respect to the Patents pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in patent applications and the Patents. Any expenses incurred in connection with such an application shall be borne by the Borrower. The Borrower shall not abandon any right to file a patent application, or any pending patent application or patent without the consent of the Lender, which consent shall not be unreasonably withheld.

SECTION 9. Enforcement. The Lender shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patents and the other Patent Collateral and any license thereunder, in which event the Borrower shall at the request of the Lender do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Section 9.

SECTION 10. Cumulative Rights and Remedies. All of the Lender's rights and remedies, with respect to the Patents and the other Patent Collateral, whether established hereby or by the Loan and Security Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

SECTION 11. Release of Security Interest. Upon payment in full of all Obligations and the termination of all commitments, if any of the Lender, the Lender shall, at Borrower's expense, execute and deliver to Borrower all instruments and other documents as may be necessary or proper to release the lien on the security interest in the Patent Collateral which has been granted hereunder.


SECTION 12. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan and Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

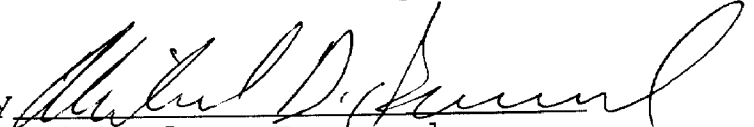
SECTION 13. Related Documents, Security Agreement, etc. This Agreement is one of the Related Loan Documents and/or Security Agreement executed pursuant to the Loan and Security Agreements, as applicable, and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan and Security Agreements.

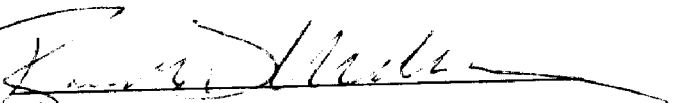
SECTION 14. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

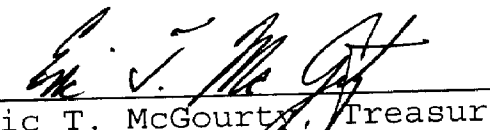
IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the day and year first above.

Dover Instrument Corp.


Witness

By 
Michael D. Townsend,
President


Witness

By 
Eric T. McGourty, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

July 6, 2000

Then personally appeared the above named Michael D. Townsend and Eric T. McGourty, President and Treasurer, respectively of Dover Instrument Corp. and acknowledged the foregoing instrument to be the free act and deed of such Corporation, before me

John E. Caccavaro
John E. Caccavaro Notary Public
My commission expires:

SCHEDULE I

United States Patents and Patent Applications
Owned by Dover Instrument Corp.

Patent No.	Filing Date of Patent	Inventor	Title
09/099,046	June 17, 1998	Philip M. Greene, Stephen L. Hero and Michael D. Townsend	High Stability Spin Stand Platform