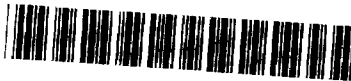


11-14-2000



101514448

U.S. Department of Commerce
Patent and Trademark Office

PATENT

RECORDATION FORM COVER SHEET
PATENTS ONLY

10-13-00

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

Name (line 1)

10102000

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☒ Mark if additional names of receiving parties attached

Name (line 1)

☐ 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)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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)

FOR OFFICE USE ONLY

11/14/2000 MTHAI1 00000099 500709 09228924
01 FC:581 1840.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 011177 FRAME: 0753

Correspondent Name and Address

Area Code and Telephone Number (202) 457-6549

Name Crystal A. Gothard, Esquire

Address (line 1) Patton Boggs LLP

Address (line 2) 2550 M Street, N.W.

Address (line 3) Washington, D.C. 20037-1350

Address (line 4)

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

30

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)

09228924 08475033 09300132

09598346 08259293

Patent Number(s)

4322276 4487675 4787181

5662293 5713178 3815773

3843010 4118262 4085860

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.

46

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 1,150.00

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:

500709

Authorization to charge additional fees:

Yes

☒

No

☐

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.

Crystal A. Gothard

Name of Person Signing

Crystal A. Gothard

Signature

10/13/00

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" value="Backbay Capital Funding, LLC"/>	<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" value="40 Broad Street"/>		
Address (line 2)	<input type="text"/>		
Address (line 3)	<input type="text" value="Boston"/> City	<input type="text" value="Massachusetts"/> State/Country	<input type="text" value="02109"/> 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"/> City	<input type="text"/> State/Country	<input type="text"/> 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"/>	<input type="text" value="7715158"/>	<input type="text" value="4438858"/>	<input type="text" value="4494165"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4360116"/>	<input type="text" value="4369894"/>	<input type="text" value="5351752"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4623101"/>	<input type="text" value="5151145"/>	<input type="text" value="4836971"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5205427"/>	<input type="text" value="5402968"/>	<input type="text" value="5204033"/>
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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)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

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Patent Application Number(s)

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RECORDATION FORM COVER SHEET
CONTINUATION
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

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Enter additional Conveying Parties

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

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Application Number(s) or Patent Number(s)

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Patent Application Number(s)

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Patent Number(s)

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is made and entered into to be effective as of October 10, 2000, by ADVANCED TECHNICAL PRODUCTS, INC., a Delaware corporation ("Grantor"), for the benefit of FLEET CAPITAL CORPORATION, a Rhode Island corporation, as collateral agent (in such capacity, "Grantee") for the financial institution(s) from time to time named as Lenders (collectively, the "Lenders") pursuant to the Loan Agreement (as defined below).

RECITALS

WHEREAS, Grantor owns the patents, patents registrations, patent applications, trade secrets and foreign patents listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantee, Lenders and Grantor are parties to that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee and Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in certain 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, patent licenses, trade secrets and foreign patents together with the goodwill of the business symbolized by Grantor's patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Obligations (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and 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:

(a) each patent, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications, trade secrets and foreign patents referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, patent registration and patent application;

(b) each patent license, including, without limitation, each patent license, trade secret and foreign patent license listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent, patent registration, trade secret or foreign patent including, without limitation, the patents, patent registrations, trade secrets and foreign patents referred to in Schedule 1 annexed hereto, the patent registrations, trade secrets or foreign patent registrations issued with respect to the patent applications referred in Schedule 1 and the patents, trade secrets

or foreign patents licensed under any patent license, or (ii) injury to the goodwill associated with any patent, patent registration, patent licensed under any patent license, trade secret or any foreign patent.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. REPRESENTATIONS AND WARRANTIES

(a) Grantor does not have any interest in, or title to, any material patent, patent registration, patent application, trade secret or foreign patent except as set forth in Schedule 1 annexed hereto. This Patent Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, perfected first priority liens and security interests in favor of Grantee on the Patent Collateral described in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Patent Collateral set forth on Schedule 1 shall have been duly taken.

(b) To Grantor's knowledge, each of the Patent Collateral is valid, subsisting and enforceable, except as set forth on Exhibit A. Grantor has no knowledge of any pending or threatened claim by any third party that any of the Patent Collateral is invalid or unenforceable or that any third party has an ownership interest therein.

(c) To Grantor's knowledge, Grantor is not infringing upon any patents or other intellectual property of any third party.

(d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Patent Collateral or any other intellectual property right of Grantor.

(e) Grantor has the power and authority to grant liens and security interests in the Patent Collateral and to Grantor's knowledge such grant shall not cause a breach of any patent license or other material agreement to which Grantor is a party.

3. COVENANTS

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Patent Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Patent Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in

order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Patent Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued patents or patent applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such patents. This Patent Security Agreement shall automatically apply to such patents and such patents shall automatically become "Patent Collateral".

(c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patent Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any patent application comprising a material portion of the Patent Collateral.

(d) In the event that any material portion of the Patent Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Patent Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Patent Collateral or other intellectual property.

(e) Grantor shall not sell, assign, license or otherwise dispose of any of the Patent Collateral listed on Schedule 1 without first giving written notice thereof to Grantee.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Patent Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep commercially reasonable records concerning the Patent Collateral.

4. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Patent Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Patent Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Patent Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of October 10th 2000.

GRANTOR:

ADVANCED TECHNICAL PRODUCTS, INC.,
a Delaware corporation

By: [Signature]
Garrett L. Dominy
President

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

FLEET CAPITAL CORPORATION,
a Rhode Island corporation, as Agent for
itself and the Lenders

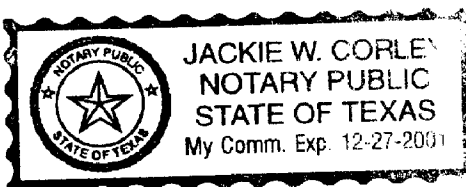
By: [Signature]
Hance G. VanBeber
Senior Vice President

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Dallas §

On October 10th, 2000, before me personally appeared Garrett L. Dominy 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 the President of ADVANCED TECHNICAL PRODUCTS, INC., who being by me duly sworn, did depose and say that he is the President of ADVANCED TECHNICAL PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)



[Signature]
Notary Public

Patent Security Agreement (ATP)

009111.127:46898

PATENT

REEL: 011177 FRAME: 0761

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
4,322,276	03/30/82	Method for Producing Inhomogeneous Film for Selective Reflection/Transmission of Solar Radiation	Expired 06/20/1999
4,487,675	12/11/84	Magnetically Assisted Sufuttering Method for Producing Vertical Recording Media	12/11/2001
4,787,181	11/29/88	Shelter Construction Method-Patent (Structure Purchased from Nordam-Shelters & and Patent Application Assigned to Brunswick per Memo DTO 2/13/92 from L. Arndt)	5/15/2005
5,662,293	09/02/97	Polymide Foam – Containing Radomes	05/05/2015
5,713,178	02/03/98	Electromagnetic Interference Resistant Enclosure Panel and Method of Making Same!	07/01/2016
3,815,773	6/11/74	Cyclic Pressure Vessel	Expired
3,843,010	10/22/74	Metal Lined Pressure Vessel	Expired
		Method of Forming Noncylindrical Filament–Wound Tubular Elements	Abandoned 1/19/81
4,118,262	01/20/81	Longitudinal Load Carrying Method for Filament-Wound Structures	Expired 05/21/1996
4,085,860	04/25/78	Thermal Protection for Filament-Wound Pressure Vessels	Expired 05/20/1996
7,715,158	Unknown	Transfer Molding of Filament Reinforced Plastics with Precision Orientation of the Reinforcements	Expired
4,438,858	03/27/84	Filament-Wound Vessel with Improved Polar Fitting	Abandoned
4,494,165	01/15/85	Filament Composite Structures Providing Lightning Strike and Electromagnetic Protection	Abandoned 5/1992

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
4,360,116	11/23/82	Partially Split External Barrier for Composite Structures	Expired
4,369,894	01/25/83	Filament-Wound Vessels (Doily Structure)	Expired
5,351,752	10/04/94	Artificial Composite Lifting System (Includes 5653D, Downhole Locking Device for Composite; 5658D, Continuous Fiber Tubular Joint; 5659D, Composite Tubing for Downhole Pumping System; 5660D, Coupling of the Composite Tubing to the Pump Mating Fitting)	Abandoned 3/1998
4,623,101	11/18/86	Filament Tensioners	07/26/2004
5,151,145	09/29/92	Liner/Mandrel for Composite Material Rocket Motor Case	Abandoned 2/2000
4,836,971	06/13/89	Filament Winding Process and Apparatus	Abandoned
5,205,427	04/27/93	Modular Fuel Tank (Nestable)	03/17/2012
5,402,968	04/04/95	External Aircraft Fuel Tank System	Abandoned 8/1998
5,204,033	04/20/93	Method of Fabricating a Perform in a Resin Transfer Molding Process	Abandoned 11/1996
5,429,845	07/04/95	Boss for a Filament-Wound Pressure Vessel	06/07/2014
5,332,049	07/26/94	Composite Drill Pipe	09/29/2012
5,376,199	12/27/94	High Strength Filament-Wound Clevis	08/24/2013
5,518,141	05/21/96	Pressure Vessel With System to Prevent Liner Separation	Abandoned 1/1998
5,377,763	01/03/95	Riser Pipe Assembly for Marine Applications	02/22/2014
5,476,189	12/19/95	Damage Protection for Composite Pressure Vessels (Pressure Vessel with Damage Mitigating System)	12/03/2013

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
5,435,333	09/03/96	Thermal Pressure Relief Apparatus	Abandoned 12/1998
5,522,428	06/04/96	Natural Gas Vehicle Tank Life Sensor Control	08/29/2005
5,507,346	04/16/96	Composite Well Flow Conductor	01/30/2015
5,848,604	12/15/98	Thermally Responsive Pressure Relief System	10/29/2017
6,042,152	03/28/00	Interface System Between Composite Tubing and End Fittings	10/01/2017
4,499,385	02/12/85	Recreational Vehicle Power Control System	07/19/2003
4,617,472	10/14/86	Recreational Vehicle Power Control System	11/30/2004
4,628,289	12/09/86	Latching Relay	10/11/2005
1,309,196	10/20/92	Vehicle Multiplex System	Licensed until 3/5/2007
4,907,222	03/06/90	Vehicle Multiplex System	08/17/2008
5,999,072	12/07/99	Electrical Switch	02/26/2008
6,111,192	08/29/00	Height Reducible EMI Shielded Electronics Enclosure	10/09/2018
6,111,731	2/26/98	Motor Controller	2/26/2018
5,287,988	2/23/93	Metal-Lined Pressure Vessel	2/3/2003

PATENT APPLICATIONS

<u>PATENT NUMBER</u>	<u>APPLICATION DATE</u>	<u>TITLE</u>
09/228,924	Unknown	Valve in Boss Application Abandoned
08/475,033	04/14/97	Thermally Stable Conductive Metalized Fibers and Method
09/300,132	04/27/99	Reed Switch Assembly

09/598,346

Unknown

Roll-Type Door Opener

08/259,293

Unknown

Safety Pressure Vessel System
Application Abandoned
10/1995**TRADE SECRETS****NAME OF TRADE SECRET**

Trade Secret

Large Tow Delivery Head

Trade Secret

Improved Protection System for
Composite Pressure Vessels**PATENT LICENSES****NAME OF AGREEMENT****PARTIES****DATE OF AGREEMENT**

CAMOFLAGE License

Dr. Ing Pusch and Intellitec

10/01/82

DVE License Agreement -- Thermal
Imaging Sensors

Digital Imaging, Inc. and Intellitec

03/25/93

License of INTELLITEC'S Multiplex
Patent 4,907,222Barker Manufacturing Company
and Intellitec

11/19/91

License of See-Me Patent 4,841,199

See-Me Lights Corporation and
Intellitec

01/01/93

License of Patent 4,423,104

Dr. Ing Pusch and Intellitec

License of Patent 4,463,653

Dr. Ing Pusch and Intellitec

License of Patent 4,621,012

Dr. Ing Pusch and Intellitec

License of Patent 4,467,005

Dr. Ing Pusch and Intellitec

License of Patent 4,473,826

Dr. Ing Pusch and Intellitec

License of Patent 4,495,239

Dr. Ing Pusch and Intellitec

License of Patent 4,560,608

Dr. Ing Pusch and Intellitec

License of Patent 4,308,882

Dr. Ing Pusch and Intellitec

License of Patent 4,465,731

Dr. Ing Pusch and Intellitec

License of Patent 4,841,199

See-Me Lights and Intellitec

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is made and entered into to be effective as of October 10, 2000, by ADVANCED TECHNICAL PRODUCTS, INC., a Delaware corporation ("Grantor"), for the benefit of BACKBAY CAPITAL FUNDING, LLC, a Delaware limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor owns the patents, patents registrations and patent applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantee and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain 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 products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Liabilities (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and 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:

(a) each patent, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, patent registration and patent application;

(b) each patent license, including, without limitation, each patent license listed on Schedule 1

annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent registration including, without limitation, the patents and patent registrations referred to in Schedule 1 annexed hereto, the patent registrations issued with respect to the patent applications referred in Schedule 1 and the patents licensed under any patent license, or (ii) injury to the goodwill associated with any patent, patent registration or patent licensed under any patent license.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. REPRESENTATIONS AND WARRANTIES

(a) Grantor does not have any interest in, or title to, any material patent, patent registration or patent application except as set forth in Schedule 1 annexed hereto. This Patent Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, perfected first priority liens and security interests in favor of Grantee on the Patent Collateral described in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Patent Collateral set forth on Schedule 1 shall have been duly taken.

(b) To Grantor's knowledge, each of the Patent Collateral is valid, subsisting and enforceable. Grantor has no knowledge of any pending or threatened claim by any third party that any of the Patent Collateral is invalid or unenforceable or that any third party has an ownership interest therein.

(c) To Grantor's knowledge, Grantor is not infringing upon any patents or other intellectual property of any third party.

(d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Patent Collateral or any other intellectual property right of Grantor.

(e) Grantor has the power and authority to grant liens and security interests in the

Patent Collateral and to Grantor's knowledge such grant shall not cause a breach of any patent license or other material agreement to which Grantor is a party.

3. COVENANTS

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Patent Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Patent Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Patent Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued patents or patent applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such patents. This Patent Security Agreement shall automatically apply to such patents and such patents shall automatically become "Patent Collateral".

(c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patent Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any patent application comprising a material portion of the Patent Collateral.

(d) In the event that any material portion of the Patent Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Patent Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Patent Collateral or other intellectual property.

(e) Grantor shall not sell, assign, license or otherwise dispose of any of the Patent Collateral listed on Schedule 1 without first giving written notice thereof to Grantee.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Patent Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep commercially reasonable records concerning the Patent Collateral.

4. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Patent Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Patent Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Patent Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

(C) The rights of the Grantee hereunder are subject to the terms of a certain Intercreditor Agreement dated October 10, 2000 entered into between Fleet Capital Corporation, a Rhode Island corporation, in its capacity as agent for the Lenders (as defined in such Intercreditor Agreement), and the Grantee. In the event of a conflict between the rights and remedies of the Grantee hereunder, and the terms of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of October 10, 2000.

Grantor:

ADVANCED TECHNICAL PRODUCTS,
INC.

By: _____

Garrett L. Dominy
President

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE: BACK BAY CAPITAL FUNDING, LLC

By: _____

Name: Michael L. Prose

Title: Managing Director

ACKNOWLEDGMENT

STATE OF _____

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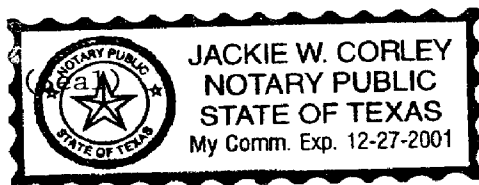
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COUNTY OF _____

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On October 10, 2000, before me personally appeared Garrett L. Dominy, 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 the President

of ADVANCED TECHNICAL PRODUCTS, INC., who being by me duly sworn, did depose and say that he is the President of ADVANCED TECHNICAL PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



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Jackie W. Corley
Notary Public

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
4,322,276	03/30/82	Method for Producing Inhomogeneous Film for Selective Reflection/Transmission of Solar Radiation	Expired 06/20/1999
4,487,675	12/11/84	Magnetically Assisted Sufuttering Method for Producing Vertical Recording Media	12/11/2001
4,787,181	11/29/88	Shelter Construction Method-Patent (Structure Purchased from Nordam-Shelters & and Patent Application Assigned to Brunswick per Memo DFO 2/13/92 from L. Arndt)	5/15/2005
5,662,293	09/02/97	Polymide Foam -- Containing Radomes	05/05/2015
5,713,178	02/03/98	Electromagnetic Interference Resistant Enclosure Panel and Method of Making Same!	07/01/2016
3,815,773	6/11/74	Cyclic Pressure Vessel	Expired
3,843,010	10/22/74	Metal Lined Pressure Vessel	Expired
		Method of Forming Noncylindrical Filament--Wound Tubular Elements	Abandoned 1/19/81
4,118,262	01/20/81	Longitudinal Load Carrying Method for Filament-Wound Structures	Expired 05/21/1996
4,085,860	04/25/78	Thermal Protection for Filament-Wound Pressure Vessels	Expired 05/20/1996
7,715,158	Unknown	Transfer Molding of Filament Reinforced Plastics with Precision Orientation of the Reinforcements	Expired
4,438,858	03/27/84	Filament-Wound Vessel with Improved Polar Fitting	Abandoned
4,494,165	01/15/85	Filament Composite Structures Providing Lightning Strike and Electromagnetic Protection	Abandoned 5/1992

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
4,360,116	11/23/82	Partially Split External Barrier for Composite Structures	Expired
4,369,894	01/25/83	Filament-Wound Vessels (Doily Structure)	Expired
5,351,752	10/04/94	Artificial Composite Lifting System (Includes 5653D, Downhole Locking Device for Composite; 5658D, Continuous Fiber Tubular Joint; 5659D, Composite Tubing for Downhole Pumping System; 5660D, Coupling of the Composite Tubing to the Pump Mating Fitting)	Abandoned 3/1998
4,623,101	11/18/86	Filament Tensioners	07/26/2004
5,151,145	09/29/92	Liner/Mandrel for Composite Material Rocket Motor Case	Abandoned 2/2000
4,836,971	06/13/89	Filament Winding Process and Apparatus	Abandoned
5,205,427	04/27/93	Modular Fuel Tank (Nestable)	03/17/2012
5,402,968	04/04/95	External Aircraft Fuel Tank System	Abandoned 8/1998
5,204,033	04/20/93	Method of Fabricating a Perform in a Resin Transfer Molding Process	Abandoned 11/1996
5,429,845	07/04/95	Boss for a Filament-Wound Pressure Vessel	06/07/2014
5,332,049	07/26/94	Composite Drill Pipe	09/29/2012
5,376,199	12/27/94	High Strength Filament-Wound Clevis	08/24/2013
5,518,141	05/21/96	Pressure Vessel With System to Prevent Liner Separation	Abandoned 1/1998
5,377,763	01/03/95	Riser Pipe Assembly for Marine Applications	02/22/2014
5,476,189	12/19/95	Damage Protection for Composite Pressure Vessels (Pressure Vessel with Damage Mitigating System)	12/03/2013

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
5,435,333	09/03/96	Thermal Pressure Relief Apparatus	Abandoned 12/1998
5,522,428	06/04/96	Natural Gas Vehicle Tank Life Sensor Control	08/29/2005
5,507,346	04/16/96	Composite Well Flow Conductor	01/30/2015
5,848,604	12/15/98	Thermally Responsive Pressure Relief System	10/29/2017
6,042,152	03/28/00	Interface System Between Composite Tubing and End Fittings	10/01/2017
4,499,385	02/12/85	Recreational Vehicle Power Control System	07/19/2003
4,617,472	10/14/86	Recreational Vehicle Power Control System	11/30/2004
4,628,289	12/09/86	Latching Relay	10/11/2005
1,309,196	10/20/92	Vehicle Multiplex System	Licensed until 3/5/2007
4,907,222	03/06/90	Vehicle Multiplex System	08/17/2008
5,999,072	12/07/99	Electrical Switch	02/26/2008
6,111,192	08/29/00	Height Reducible EMI Shielded Electronics Enclosure	10/09/2018
6,111,731	2/26/98	Motor Controller	2/26/2018
5,287,988	2/23/93	Metal-Lined Pressure Vessel	2/3/2003

PATENT APPLICATIONS

<u>PATENT NUMBER</u>	<u>APPLICATION DATE</u>	<u>TITLE</u>
09/228,924	Unknown	Valve in Boss Application Abandoned
08/475,033	04/14/97	Thermally Stable Conductive Metalized Fibers and Method
09/300,132	04/27/99	Reed Switch Assembly

09/598,346

Unknown

Roll-Type Door Opener

08/259,293

Unknown

Safety Pressure Vessel System
Application Abandoned
10/1995

TRADE SECRETS**NAME OF TRADE SECRET**

Trade Secret

Large Tow Delivery Head

Trade Secret

Improved Protection System for
Composite Pressure Vessels

PATENT LICENSES**NAME OF AGREEMENT****PARTIES****DATE OF AGREEMENT**

CAMOFLAGE License

Dr. Ing Pusch and Intellitec

10/01/82

DVE License Agreement --- Thermal
Imaging Sensors

Digital Imaging, Inc. and Intellitec

03/25/93

License of INTELLITEC'S Multiplex
Patent 4,907,222

Barker Manufacturing Company
and Intellitec

11/19/91

License of See-Me Patent 4,841,199

See-Me Lights Corporation and
Intellitec

01/01/93

License of Patent 4,423,104

Dr. Ing Pusch and Intellitec

License of Patent 4,463,653

Dr. Ing Pusch and Intellitec

License of Patent 4,621,012

Dr. Ing Pusch and Intellitec

License of Patent 4,467,005

Dr. Ing Pusch and Intellitec

License of Patent 4,473,826

Dr. Ing Pusch and Intellitec

License of Patent 4,495,239

Dr. Ing Pusch and Intellitec

License of Patent 4,560,608

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PATENT SECURITY AGREEMENT

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RECITALS

WHEREAS, Grantor owns the patents, patents registrations and patent applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantee and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain 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 products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Liabilities (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and 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:

- (a) each patent, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, patent registration and patent application;
- (b) each patent license, including, without limitation, each patent license listed on Schedule 1

annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent registration including, without limitation, the patents and patent registrations referred to in Schedule 1 annexed hereto, the patent registrations issued with respect to the patent applications referred in Schedule 1 and the patents licensed under any patent license, or (ii) injury to the goodwill associated with any patent, patent registration or patent licensed under any patent license.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

2. REPRESENTATIONS AND WARRANTIES

(a) Grantor does not have any interest in, or title to, any material patent, patent registration or patent application except as set forth in Schedule 1 annexed hereto. This Patent Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, perfected first priority liens and security interests in favor of Grantee on the Patent Collateral described in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Patent Collateral set forth on Schedule 1 shall have been duly taken.

(b) To Grantor's knowledge, each of the Patent Collateral is valid, subsisting and enforceable. Grantor has no knowledge of any pending or threatened claim by any third party that any of the Patent Collateral is invalid or unenforceable or that any third party has an ownership interest therein.

(c) To Grantor's knowledge, Grantor is not infringing upon any patents or other intellectual property of any third party.

(d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Patent Collateral or any other intellectual property right of Grantor.

(e) Grantor has the power and authority to grant liens and security interests in the

Patent Collateral and to Grantor's knowledge such grant shall not cause a breach of any patent license or other material agreement to which Grantor is a party.

3. COVENANTS

(a) Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Patent Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Patent Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Patent Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued patents or patent applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such patents. This Patent Security Agreement shall automatically apply to such patents and such patents shall automatically become "Patent Collateral".

(c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patent Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any patent application comprising a material portion of the Patent Collateral.

(d) In the event that any material portion of the Patent Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Patent Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Patent Collateral or other intellectual property.

(e) Grantor shall not sell, assign, license or otherwise dispose of any of the Patent Collateral listed on Schedule 1 without first giving written notice thereof to Grantee.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Patent Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep commercially reasonable records concerning the Patent Collateral.

4. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Patent Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Patent Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies. Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Patent Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

(C) The rights of the Grantee hereunder are subject to the terms of a certain Intercreditor Agreement dated October 12, 2000 entered into between Fleet Capital Corporation, a Rhode Island corporation, in its capacity as agent for the Lenders (as defined in such Intercreditor Agreement), and the Grantee. In the event of a conflict between the rights and remedies of the Grantee hereunder, and the terms of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of October 10, 2000.

Grantor:

ADVANCED TECHNICAL PRODUCTS,
INC.

By: _____

Garrett L. Dominy
President

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE: BACK BAY CAPITAL FUNDING, LLC

By: _____

Name: Michael L. Proff

Title: Managing Director

ACKNOWLEDGMENT

STATE OF _____

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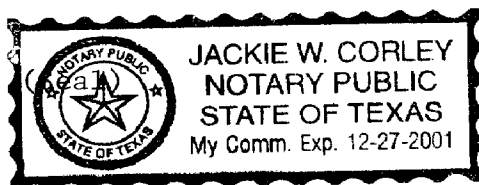
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COUNTY OF _____

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On October 10, 2000, before me personally appeared Garrett L. Dominy, 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 the President

of ADVANCED TECHNICAL PRODUCTS, INC., who being by me duly sworn, did depose and say that he is the President of ADVANCED TECHNICAL PRODUCTS, INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



5

Jackie W. Corley
Notary Public

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
4,322,276	03/30/82	Method for Producing Inhomogeneous Film for Selective Reflection/Transmission of Solar Radiation	Expired 06/20/1999
4,487,675	12/11/84	Magnetically Assisted Sufuttering Method for Producing Vertical Recording Media	12/11/2001
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5,662,293	09/02/97	Polymide Foam – Containing Radomes	05/05/2015
5,713,178	02/03/98	Electromagnetic Interference Resistant Enclosure Panel and Method of Making Same!	07/01/2016
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3,843,010	10/22/74	Metal Lined Pressure Vessel	Expired
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4,085,860	04/25/78	Thermal Protection for Filament-Wound Pressure Vessels	Expired 05/20/1996
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4,494,165	01/15/85	Filament Composite Structures Providing Lightning Strike and Electromagnetic Protection	Abandoned 5/1992

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
4,360,116	11/23/82	Partially Split External Barrier for Composite Structures	Expired
4,369,894	01/25/83	Filament-Wound Vessels (Doily Structure)	Expired
5,351,752	10/04/94	Artificial Composite Lifting System (Includes 5653D, Downhole Locking Device for Composite; 5658D, Continuous Fiber Tubular Joint; 5659D, Composite Tubing for Downhole Pumping System; 5660D, Coupling of the Composite Tubing to the Pump Mating Fitting)	Abandoned 3/1998
4,623,101	11/18/86	Filament Tensioners	07/26/2004
5,151,145	09/29/92	Liner/Mandrel for Composite Material Rocket Motor Case	Abandoned 2/2000
4,836,971	06/13/89	Filament Winding Process and Apparatus	Abandoned
5,205,427	04/27/93	Modular Fuel Tank (Nestable)	03/17/2012
5,402,968	04/04/95	External Aircraft Fuel Tank System	Abandoned 8/1998
5,204,033	04/20/93	Method of Fabricating a Perform in a Resin Transfer Molding Process	Abandoned 11/1996
5,429,845	07/04/95	Boss for a Filament-Wound Pressure Vessel	06/07/2014
5,332,049	07/26/94	Composite Drill Pipe	09/29/2012
5,376,199	12/27/94	High Strength Filament-Wound Clevis	08/24/2013
5,518,141	05/21/96	Pressure Vessel With System to Prevent Liner Separation	Abandoned 1/1998
5,377,763	01/03/95	Riser Pipe Assembly for Marine Applications	02/22/2014
5,476,189	12/19/95	Damage Protection for Composite Pressure Vessels (Pressure Vessel with Damage Mitigating System)	12/03/2013

PATENT REGISTRATIONS

<u>PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>	<u>PATENT EXPIRES</u>
5,435,333	09/03/96	Thermal Pressure Relief Apparatus	Abandoned 12/1998
5,522,428	06/04/96	Natural Gas Vehicle Tank Life Sensor Control	08/29/2005
5,507,346	04/16/96	Composite Well Flow Conductor	01/30/2015
5,848,604	12/15/98	Thermally Responsive Pressure Relief System	10/29/2017
6,042,152	03/28/00	Interface System Between Composite Tubing and End Fittings	10/01/2017
4,499,385	02/12/85	Recreational Vehicle Power Control System	07/19/2003
4,617,472	10/14/86	Recreational Vehicle Power Control System	11/30/2004
4,628,289	12/09/86	Latching Relay	10/11/2005
1,309,196	10/20/92	Vehicle Multiplex System	Licensed until 3/5/2007
4,907,222	03/06/90	Vehicle Multiplex System	08/17/2008
5,999,072	12/07/99	Electrical Switch	02/26/2008
6,111,192	08/29/00	Height Reducible EMI Shielded Electronics Enclosure	10/09/2018
6,111,731	2/26/98	Motor Controller	2/26/2018
5,287,988	2/23/93	Metal-Lined Pressure Vessel	2/3/2003

PATENT APPLICATIONS

<u>PATENT NUMBER</u>	<u>APPLICATION DATE</u>	<u>TITLE</u>
09/228,924	Unknown	Valve in Boss Application Abandoned
08/475,033	04/14/97	Thermally Stable Conductive Metalized Fibers and Method
09/300,132	04/27/99	Reed Switch Assembly

09/598,346

Unknown

Roll-Type Door Opener

08/259,293

Unknown

Safety Pressure Vessel System
Application Abandoned
10/1995**TRADE SECRETS****NAME OF TRADE SECRET**

Trade Secret

Large Tow Delivery Head

Trade Secret

Improved Protection System for
Composite Pressure Vessels**PATENT LICENSES****NAME OF AGREEMENT****PARTIES****DATE OF AGREEMENT**

CAMOFLAGE License

Dr. Ing Pusch and Intellitec

10/01/82

DVE License Agreement -- Thermal
Imaging Sensors

Digital Imaging, Inc. and Intellitec

03/25/93

License of INTELLITEC'S Multiplex
Patent 4,907,222Barker Manufacturing Company
and Intellitec

11/19/91

License of See-Me Patent 4,841,199

See-Me Lights Corporation and
Intellitec

01/01/93

License of Patent 4,423,104

Dr. Ing Pusch and Intellitec

License of Patent 4,463,653

Dr. Ing Pusch and Intellitec

License of Patent 4,621,012

Dr. Ing Pusch and Intellitec

License of Patent 4,467,005

Dr. Ing Pusch and Intellitec

License of Patent 4,473,826

Dr. Ing Pusch and Intellitec

License of Patent 4,495,239

Dr. Ing Pusch and Intellitec

License of Patent 4,560,608

Dr. Ing Pusch and Intellitec

License of Patent 4,308,882

Dr. Ing Pusch and Intellitec

License of Patent 4,465,731

Dr. Ing Pusch and Intellitec

License of Patent 4,841,199

See-Me Lights and Intellitec