

07-20-2001

U.S. Department of Commerce
Patent and Trademark Office

101784349

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

1. Name of conveying party(ies):

Datametrics Corporation

7-13-01

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
☐ Merger
☐ Change of Name
☒ Security Agreement
☐ Other

Execution Date: January 31, 2001

2. Name and address of receiving party(ies):

Name: DMTR, LLC

Internal Address:

Street Address: 1325 Avenue of the Americas, 26th
FloorCity: New York State: NY Zip: 10019Additional names(s) & address(es) attached? ☐ Yes ☒ No

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

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

A. Patent Application No(s).:

B. Patent No(s).:

5,386,772

5,359,915

4,688,742

Additional numbers attached? ☐ Yes ☒ No

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

Adam L. Brookman
GODFREY & KAHN, S.C.
780 N. Water Street
Milwaukee, WI 53202

6. Total number of patents involved:.....[3]

7. Total fee (37 CFR 3.41):\$ 120.00☒ Enclosed☒ Authorized to be charged to deposit account
for any deficiency8. Deposit account number: 07-1509

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

DO NOT USE THIS SPACE

07/19/2001 TDIAT1 00000065 1386772

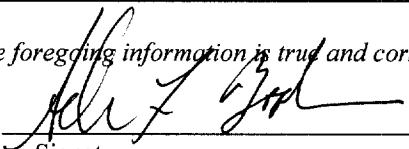
01 FEB 01

120.00

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.*Adam L. Brookman

Name of Person Signing


Signature7/07/01
Date

Total Number of pages including cover sheet, attachments, and document: [21]

MW517686_1.DOC

**PATENT COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT**

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of January 31, 2001 (this "Agreement") between DATAMETRICS CORPORATION, a Delaware corporation having its principal place of business at 1717 Diplomacy Row, Orlando, Florida 32809 (the "Assignor"), and DMTR, LLC, a New York limited liability company having an office at 1325 Avenue of the Americas, 26th Floor, New York, New York 10019 (the "Lender") in connection with the Loan Agreement dated the date hereof (the "Loan Agreement").

W I T N E S S E T H :

WHEREAS, it is a condition to the Lender's making any loans to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Lender a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Lender the Security Agreement (as defined in the Loan Agreement), pursuant to which the Assignor has granted to the Lender a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this 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 Loan Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Agreement referred to below:

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 (but not the obligation) in the name of the Assignor or the Lender to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement to which the Assignor is a party.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign 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, state or foreign 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 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, whether United States or foreign, 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 or any other country, and all applications for letters patent of the United States or any other country;
- (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 payment and performance in full of all of the Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Lender BY WAY OF COLLATERAL SECURITY, all of the Patent Collateral. THE LENDER ASSUMES NO 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 sets forth a true and complete list of all 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; (iii) each of the issued Patents is valid and enforceable; (iv) there is no infringement by others of the issued Patents; (v) no claim has been made that the use of any of the issued Patents does or may violate the rights of any third person and there is no infringement by the Assignor of the trademark 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 issued Patents (other than ownership and

other rights reserved by third party owners with respect to issued Patents that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Agreement; (vii) the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the issued Patents; (ix) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the issued Patents; (x) this Agreement, together with the Security Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements under the Uniform Commercial Code and the recording of this 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 Agreement by the Assignor, or (B) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. NO TRANSFER OR INCONSISTENT AGREEMENTS

Without the Lender's prior written consent, 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 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, the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

5.2 **Amendment to Schedule.** The Assignor authorizes the Lender to modify this Agreement, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto to include any future or other Patents or Patent Rights under §2 or §5.

6. PATENT PROSECUTION

6.1 **Assignor Responsible.** The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions deemed necessary or desirable by the Assignor or the Lender, in the exercise of its reasonable business judgment in connection with the Patent Collateral, and shall hold the Lender harmless from any and all costs,, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel reasonably acceptable to the Lender.

6.2 **Assignor's Duties, etc.** The Assignor shall have the right and the duty, through patent counsel reasonably acceptable to the Lender, to prosecute diligently any patent applications of the Patent pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Patent, including the filing of appropriate renewal applications and other instruments to maintain in effect the Patents and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Patents. Any expense 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, or without the consent of the Lender, which consent shall not be unreasonably withheld.

6.3 **Assignor's Enforcement Rights.** The Assignor shall have the right and, upon the request of the Lender, the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Patents and the Patent Rights. The Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this §6.3.

6.4 **Protection of Patents, etc.** In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as the Assignor or the agency may determine is 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, that would adversely affect the validity, grant or enforcement of the Patent Collateral if the Assignor or the Lender determines that such action or inaction, as the case may be, would be materially adverse to the business or financial condition of the Assignor.

6.5 **Notification by Assignor.** Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender 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 interest in and to the Patent Collateral, and of any event that does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Lender to dispose of any of the Patent Collateral or the rights and remedies of the Lender 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 Lender has notified the Assignor that the license granted hereunder is terminated, the Lender hereby grants to the Assignor the sole and exclusive, nontransferable, royalty-free, worldwide 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 Lender 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 Lender. Any such sublicenses granted on or after the date hereof shall be terminable by the Lender upon termination of the Assignor's license hereunder.

8. **REMEDIES**

Upon the occurrence and during the continuance of an Event of Default, and in addition to all other rights and remedies given the Lender by this Agreement (including, without limitation, those set forth in the Loan 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 State of New York, and, without limiting the generality of the foregoing), the Lender 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, 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 that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses incurred by the Lender in attempting to enforce this Agreement (including all reasonable expense for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Patent Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Patent Collateral is to be made or after which any private sale or other private disposition of the 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 Lender 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 shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), 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 Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral, or to grant or use any exclusive or nonexclusive license of any of the Patent Collateral to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Patent Collateral or any interest of the Assignor therein to any third person, and in general, to execute and deliver any instruments or documents and do all other acts that 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 in good faith by virtue hereof and releases the Lender from any claims, liabilities, causes or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this 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 Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Patent Collateral.

12. TERMINATION

At such time as the Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Lender 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 Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant hereto or the Security Agreement.

13. COURSE OF DEALING

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single 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, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation of this 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 or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Patent Collateral,

or in defending or prosecuting any actions or proceedings arising out of or related to 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 shall be a debt secured by the Patent Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER ASSUMES NO 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 USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES

All notices and other communications made or required to be given pursuant to this 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 1717 Diplomacy Row, Orlando, Florida 32809, Attention: Chief Executive Officer, 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 Lender at 1325 Avenue of the Americas, 26th Floor, New York, New York 10019, Attention: Bruce Galloway or at such other address for notice as the Lender shall last have furnished 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 to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (ii) if sent by telegraph, telecopy, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER

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

19. GOVERNING LAW; CONSENT TO JURISDICTION

19.1 Governing Law; Jurisdiction

(I) THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK, OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK TO BE APPLIED. IN FURTHERANCE OF THE FOREGOING, THE INTERNAL LAW OF THE STATE OF NEW YORK WILL CONTROL THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT, EVEN IF UNDER SUCH JURISDICTION'S CHOICE OF LAW OR CONFLICT OF LAW ANALYSIS, THE SUBSTANTIVE LAW OF SOME OTHER JURISDICTION WOULD ORDINARILY APPLY.

(II) EACH PARTY CONSENTS THAT, EXCEPT ONLY FOR THIRD PARTY ACTIONS SEEKING INDEMNIFICATION FROM A PARTY TO THIS AGREEMENT, ANY LEGAL ACTION OR PROCEEDING AGAINST IT UNDER, ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT, OR ANY OTHER INSTRUMENT OR DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HEREWITH, SHALL BE BROUGHT EXCLUSIVELY IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IF SUCH COURT LACKS SUBJECT MATTER JURISDICTION THEN IN ANY COURT OF THE STATE OF NEW YORK. EACH PARTY, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY AND IRREVOCABLY CONSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDINGS. EACH PARTY AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, PERSONAL JURISDICTION OVER IT MAY BE OBTAINED BY THE DELIVERY OF A SUMMONS (POSTAGE PREPAID) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 17 OF THIS AGREEMENT. ASSUMING DELIVERY OF THE SUMMONS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 17 OF THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY ALLEGED LACK OF

PERSONAL JURISDICTION, IMPROPER VENUE OF FORUM NON CONVENIENS OR ANY SIMILAR BASIS.

20. WAIVER OF JURY TRIAL

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. 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 (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This 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 Lender and its successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Loan Agreement, or between this Agreement and the Security Agreement, the provisions of the Loan Agreement or the Security Agreement, as the case may be, shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be effected thereby, and this 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 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

DATAMETRICS CORPORATION

By: 

Name: Vincent J. Cahill

Title: President and Chief Executive Officer

DMTR, LLC

By: _____

Name: Bruce Galloway

Title: Managing Member

such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

DATAMETRICS CORPORATION

By: _____
Name: Vincent J. Cahill
Title: President and Chief Executive Officer

DMTR, LLC

By:  _____
Name: Bruce Galloway
Title: Managing Member

SCHEDULE A

ISSUED AND PENDING PATENTS

Patents Issued by U.S. Patent
and Trademark Office

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Patents Pending with U.S. Patent
and Trademark Office

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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PATENTS

TITLE	COUNTRY	APP. NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS	OWNER
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	WO	9429113	12/22/94	Issued	Datametrix Corp.
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	US	5,386,772	02/07/95	Issued	Datametrix Corp.
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	AU	9473132	01/03/95	Issued	Datametrix Corp.
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	EP	703862	04/03/96	Issued	Datametrix Corp.
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	AU	672525	10/03/96	Issued	Datametrix Corp.
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	JP	9501362	02/10/97	Issued	Datametrix Corp.

TITLE	COUNTRY	APP. NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS	OWNER
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	IL	110064	02/18/97	Issued	Datametries Corp.
HIGH SPEED MEDIA MANAGEMENT APPTS E.G. FOR THERMAL COLOUR PRINTER	CN	1125419	06/26/96	Issued	Datametries Corp.
CUTTER FOR PAPER WEBS	US	5,359,915	11/01/94	Issued	Datametries Corp.
CUTTER FOR PAPER WEBS	WO	9429088	12/22/94	Issued	Datametries Corp.
TENSIONING OF BELT COUPLED STRIP MEDIA DRIVE SYSTEM	US	4,688,742	08/25/87	Issued	Datametries Corp.