

05-15-2002

Docket No.: 014951/0249

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp 5/31/2002)
P08/REV03



EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

102091045



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

1. Name of conveying party(ies):
CHARLES EVANS & ASSOCIATES

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

Name: **ABLECO FINANCE LLC, As Collateral Agent**

Internal Address:

Street Address: **450 PARK AVENUE**

City: **NEW YORK**

State: **NY**

ZIP: **10022**

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: **NOVEMBER 21, 2000**

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

NONE

5,241,569

5,872,629

5,589,685

Additional numbers attached? Yes No

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

Name: **PAUL A. JUERGENSEN**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **919 THIRD AVENUE**

05/14/2002 TDIAZ1 00000117 500675 5241569

01 FC:581 120.00 CH

City: **NEW YORK**

State: **NY**

ZIP: **10022**

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41):.....\$ **120.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

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

DO NOT USE THIS SPACE

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.

PAUL A. JUERGENSEN

Name of Person Signing

Signature

MAY 9, 2002

Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 012875 FRAME: 0779

ASSIGNMENT FOR SECURITY

(PATENTS)

WHEREAS, CHARLES EVANS & ASSOCIATES (the "Assignor") holds all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Assignor, has entered into a Security Agreement dated as of November __, 2000 (the "Security Agreement") in favor of ABLECO FINANCE LLC, as collateral agent for certain lenders (the "Assignee");

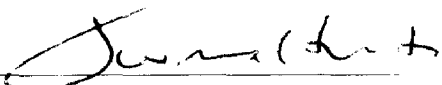
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Patents and the applications and issuances thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of such lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2000.

CHARLES EVANS & ASSOCIATES

By: 
Name: Joseph Lamm
Title: Chief Executive Officer

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 21st day of November, 2000, before me personally came Joseph W. McHugh, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the V.P. of Charles Evans & Associates, a _____ corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Tracy S. Dillon

TRACY S. DILLON
Notary Public, State of New York
No. 010006159
Qualified in Kings County
City and County of New York
110 William Street, 12th Fl. 1002

SCHEDULE 1A
PATENTS
AND
PATENT LICENSES

Charles Evans & Associates

TITLE

PATENT NO.

Imaging Radionuclide Analysis	5,241,569
Analysis of Molecules Bound to Solid Surfaces Using Selective Bond Cleavage Processes	[Serial No.]
Analytical Depth Monitor Utilizing Differential Interferometric Analysis	5,872,629
Matrix Enhanced SIMS	5,589,685