

05-22-2002

Form PTO-1595
(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Photocircuits Corporation

5-15-02

2. Name and address of receiving party(ies)

Name: Transamerica Business Capital
Corporation, as Administrative Agent

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Street Address: 555 Theodore Fremd Avenue

City: Rye State: NY Zip: 10580

Execution Date: May 6, 2002

Additional name(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)

5,570,027

5,593,499

Additional numbers attached? ☐ Yes ☒ No

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

Name: Luskin Stern & Eisler LLP

Internal Address: _____

Street Address: 330 Madison Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and patents involved: ☐ 2

7. Total fee (37 CFR 3.41).....\$ 80.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

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

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FINANCE SECTION

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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.

Nathan M. Eisler, Esq.

Name of Person Signing

Nathan M. Eisler

Signature

May 14, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 18

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 12896 FRAME: 0952

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 6, 2002 (this "Agreement"), by PHOTOCIRCUITS CORPORATION, a New York corporation ("Photocircuits"), in favor of TRANSAMERICA BUSINESS CAPITAL CORPORATION, a Delaware corporation, as administrative agent (the "Administrative Agent") for the Lenders referred to below.

W I T N E S S E T H :

WHEREAS, Photocircuits and certain of its affiliates (the "Borrowers") are entering into a Loan and Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement) with the Administrative Agent, the lenders from time to time party thereto (the "Lenders") and GMAC Business Credit, LLC, as syndication agent, pursuant to which the Lenders have agreed, among other things, to make Loans and other extensions of credit to the Borrowers, subject to the terms and conditions set forth in the Loan Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement that Photocircuits shall have executed and delivered this Agreement and granted a security interest in all of its right, title and interest in and to all of the Intellectual Property Collateral (as hereinafter defined) in favor of the Administrative Agent, as contemplated hereby.

NOW, THEREFORE, in consideration of the promises contained herein and to induce the Lenders to enter into the Loan Agreement and to make Loans and other extensions of credit to the Borrowers thereunder, Photocircuits hereby agrees as follows:

SECTION 1. Security for Obligations.

(a) Security Interest in Patents. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Photocircuits hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of the now owned and hereafter acquired United States and foreign patents and all patent and design patent applications, and all issues, reissues, re-examinations, continuations, continuations-in-part or divisions thereof, and all proceeds thereof (hereinafter collectively referred to as the "Patents"). All unexpired patents and all currently pending patent applications in which Photocircuits has an ownership interest are listed on Schedule A attached hereto and made a part hereof. Photocircuits hereby further grants to the Administrative Agent, for the ratable benefit of the Lenders, a valid security interest, having priority over all other security interests in all of the right, title and interest of Photocircuits in and to all proceeds, income, royalties, damages and payments now or hereafter due and payable under or in respect of all Patents and in and to all rights during the term of this Agreement to sue, collect and retain damages and payments for past or future infringements of the Patents.

(b) Security Interest in Trademarks. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Photocircuits hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired trademarks, service marks and trade names, and all similar designations of source or origin (whether or not such name is the subject of a registration or an application therefor), and all registrations and applications to register the same, and all renewals thereof, and the goodwill of the business relating thereto, and all proceeds thereof (hereinafter collectively referred to as the "Trademarks"). All trademark registrations and all currently pending trademark applications in which Photocircuits has an ownership interest and all foreign trademark registrations and all currently pending trademark applications in which Photocircuits has an ownership interest, are listed on Schedule B attached hereto and made a part hereof. Photocircuits hereby further grants to the Administrative Agent, a valid security interest in all of its right, title and interest in and to (i) all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Trademarks, (ii) all rights during the term of this Agreement to sue, collect and retain for the Administrative Agent's benefit damages and payments for past or future infringements of the Trademarks and (iii) all rights under or ownership interest in any trademark license agreements or service mark license agreements with any other party, whether Photocircuits is a licensee or licensor under any such license agreement, except such license agreements for which consent is required from a third party to grant such security interest and which has not been obtained, copies of which license agreements will be furnished by Photocircuits to the Administrative Agent upon the Administrative Agent's reasonable request.

(c) Security Interest in Copyrights. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Photocircuits hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in the United States and throughout the world in, to and under all of its now owned and hereafter acquired copyrights, and all registrations and applications to register the same, all renewals thereof, any written agreement, naming Photocircuits as licensor or licensee, granting any right under any copyright any work which is or may be subject to copyright protection pursuant to Title 17 of the U.S. Code, and all physical things embodying such works (including, without limitation, copies thereof) created or otherwise used in the business of Photocircuits, and all proceeds thereof (hereinafter collectively referred to as the "Copyrights"). All copyright registrations and all currently pending copyright applications in which Photocircuits has an ownership interest are listed on Schedule C attached hereto and made a part hereof. Photocircuits hereby further grants to the Administrative Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in and to all proceeds, income, royalties, damages and payments now and hereafter due and payable under or in respect of all Copyrights and in and to all rights during the term of this Agreement to sue, collect and retain for the Administrative Agent's benefit damages and payments for past or future infringements of the Copyrights.

(d) Security Interest in Proprietary Information. To secure the full and prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, Photocircuits hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, a valid security interest in all of its right, title and interest in

the United States and throughout the world in, to and under all of its now owned and hereafter acquired inventions, discoveries, trade secrets, improvements, processes, methods, formulae, applications, ideas, know-how, customer lists, corporate and other business records, license rights, advertising materials, operating manuals, sales literature, drawings, specifications, descriptions, name plates, catalogues, dealer contracts, supplier contracts, distributor agreements, confidential information, consulting agreements, engineering contracts, proprietary information, and goodwill (and all other assets which uniquely reflect such goodwill), and to all income, royalties, damages and payments now and hereafter due or payable therefor or in respect thereof and all proceeds thereof (collectively, the "Proprietary Information" and, together with the Patents, the Trademarks, the Copyrights and all other assets described above, the "Intellectual Property Collateral").

(e) Certain Exclusions from Grant of Security Interests. Anything in this Agreement to the contrary notwithstanding, the foregoing grant of security interests shall not extend to, and the terms "Patents," "Trademarks" and "Copyrights" shall not include, any item of Patents, Trademarks or Copyrights described in Section 1(c) above that is now or hereafter held by Photocircuits as licensee or otherwise, solely in the event and to the extent that (i) as the proximate result of the foregoing grant of security interests, Photocircuits' rights in or with respect to such item of Patents, Trademarks or Copyrights, as the case may be, would be forfeited or would become void, voidable, terminable, or revocable, or if Photocircuits would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Patents, Trademarks or Copyrights, as the case may be, pursuant to the restrictions in the underlying license or other agreement that governs such item of Patents, Trademarks or Copyrights, as the case may be, (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9-406(d) of the Code, and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied or prevented by Photocircuits using its reasonable efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant of security interests shall extend to, and the term "Patents," "Trademarks" and "Copyrights", as the case may be, shall include, (y) any and all proceeds of such item of Patents, Trademarks or Copyrights and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Patents, Trademarks or Copyrights, as the case may be, being obtained, thereafter such item of Patents, Trademarks or Copyrights, as the case may be, as well as any proceeds thereof that might theretofore have been excluded from such grant of security interests.

SECTION 2. Representations, Warranties and Covenants of Photocircuits.

(a) Photocircuits is and will continue to be the owner of all of the Intellectual Property Collateral, free from any adverse claim, security interest, lien or encumbrance in favor of any Person except for the security interest granted under the Loan Documents and Permitted Liens.

(b) None of the Intellectual Property Collateral is or shall become subject to any lien, security interest or other encumbrance in favor of any Person other than the Administrative Agent and the holders of the Permitted Liens, and Photocircuits agrees not to license, transfer, convey or encumber any interest in or to its Intellectual Property Collateral

without the consent of the Administrative Agent. Notwithstanding the foregoing, Photocircuits shall be permitted to license (on a non-exclusive basis) any of its Trademarks in the ordinary course of business to (i) third parties for the sole purpose of manufacturing, marketing, advertising, distributing or selling goods or (ii) third parties that do not manufacture, market, advertise, distribute, or sell goods in the United States or to others for sale in the United States. Any license of the Intellectual Property Collateral granted after the Closing Date by Photocircuits (each, a "License") shall be in writing and shall not prohibit Photocircuits from assigning, transferring, selling, sublicensing or otherwise disposing of all or any of its right, title and interest thereunder to the Administrative Agent or its designees in accordance with Section 4 hereof.

(c) Photocircuits has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment, transfer, or encumbrance of any of its Intellectual Property Collateral except for (i) the Permitted Liens and (ii) those security interests granted to First Union Commercial Corporation ("FUCC") which shall be terminated contemporaneously with the closing of the Loan Agreement.

(d) There is no financing statement or other document or instrument now signed or on file in any public office granting a security interest in or otherwise encumbering any part of the Intellectual Property Collateral, except (i) those showing the Administrative Agent as secured party, (ii) the Permitted Liens and (iii) those security interests to FUCC which shall be terminated contemporaneously with the closing of the Loan Agreement. So long as any Obligations remain outstanding or any Commitments remain in effect, Photocircuits will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of the Administrative Agent and except for the grant of any license permitted hereunder.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Administrative Agent concerning the Intellectual Property Collateral and proceeds thereof is and will be accurate and correct in all material respects.

(f) All Intellectual Property Collateral consisting of applications for Patents and for registrations of Trademarks and Copyrights has been duly and properly filed and all Intellectual Property Collateral consisting of issued or granted Patents and of registrations of Trademarks and Copyrights (including, without limitation, any and all renewals, reissues, continuations or divisions thereof, as the case may be) has been and will be duly and properly maintained.

(g) Promptly upon the receipt by Photocircuits of an official filing receipt indicating that a patent application or an application for registration of a trademark has been received from Photocircuits by the U.S. Patent and Trademark Office (the "PTO") or an application for registration of a copyright has been received from Photocircuits by the U.S. Copyright Office and upon the issuance of any patent or of any trademark or copyright registration, Photocircuits shall take all actions and execute and deliver to the Administrative Agent all documents necessary or appropriate to perfect a first priority security interest in such patent, trademark or copyright application or such patent or trademark or copyright registration, and Photocircuits shall quarterly, or more frequently as the Administrative Agent shall

reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the PTO with respect to all United States patent applications filed by it or patents issued to or acquired by it during the prior calendar quarter or preceding period, as the case may be, and with respect to all trademark applications filed by it or trademark registrations issued to or acquired by it during the prior calendar quarter, and Photocircuits shall quarterly, or more frequently as the Administrative Agent shall reasonably request, cause instruments sufficient to perfect, protect or establish the first priority lien or security interest granted hereunder to be recorded in the U.S. Copyright Office with respect to United States copyright applications filed by it or copyright registrations issued to or acquired by it during the prior calendar quarter or preceding period, as the case may be. Photocircuits authorizes the Administrative Agent to take all actions necessary or appropriate to perfect a security interest in such future Patents, Trademarks or Copyrights including, without limitation, unilaterally amending Schedule A, B or C to include such future Patents, Trademarks or Copyrights. Photocircuits shall, at the Administrative Agent's request, execute and deliver to the Administrative Agent any documentation as may be required to perfect such security interest in such future Patents, Trademarks or Copyrights.

(h) Photocircuits shall not take any action, or permit any action to be taken by others subject to Photocircuits' control, including any licensees, or fail to take any action, or permit others subject to Photocircuits' control, including any licensees, to fail to take any action, subject to the provisions of Section 2(g), which would, in the case of any such actions or failures to act taken singly or together, adversely affect the validity, grant or enforceability of the security interest granted to the Administrative Agent herein in any item of Intellectual Property Collateral which has a value in excess of \$25,000.

(i) Photocircuits shall promptly notify the Administrative Agent, in writing, of any suit, action, proceeding, claim or counterclaim brought against Photocircuits that could reasonably be expected to affect adversely any item of Intellectual Property Collateral which has a value in excess of \$25,000, and shall, on request, deliver to the Administrative Agent a copy of all pleadings, papers, orders or decrees theretofore and thereafter filed in any such suit, action or proceeding, and shall keep the Administrative Agent duly advised in writing of the progress thereof.

(j) In the event of any material infringement of any item of Intellectual Property Collateral which has a value in excess of \$25,000 by others or in the event of any other conduct materially detrimental to such Intellectual Property Collateral by others known or brought to the attention of Photocircuits, Photocircuits shall as promptly as practicable notify the Administrative Agent of such infringement or other conduct and the full nature and extent of such infringement or other conduct known to Photocircuits and shall take such actions as the Administrative Agent deems appropriate under the circumstances to protect such Intellectual Property including, without limitation, suing for damages or an injunction against such infringement or other conduct.

(k) If requested by the Administrative Agent, Photocircuits shall provide the Administrative Agent with a complete report with respect to its Intellectual Property Collateral and all licenses thereof granted by Photocircuits. Upon request by the Administrative Agent, Photocircuits shall deliver to counsel for the Administrative Agent copies of any such

Intellectual Property Collateral and other documents concerned with or related to the prosecution, protection, maintenance, enforcement and issuance of the Intellectual Property Collateral.

(l) Photocircuits shall notify the Administrative Agent at least thirty days prior to any proposed voluntary abandonment of any of the Intellectual Property Collateral and obtain the prior written consent of the Administrative Agent thereto.

(m) During the term of this Agreement, Photocircuits agrees:

(i) whenever any of the registered Trademarks is used by or on behalf of Photocircuits, to affix or cause to be affixed a notice that the mark is a registered trademark or service mark, which notice shall be in a form accepted or required by the trademark marking laws of each country in which the mark is so used and registered; and

(ii) whenever any of the underlying works covered by registered Copyrights is published or distributed by or on behalf of Photocircuits to affix or cause to be affixed a notice that such underlying works are so covered, which notice shall be in a form accepted or required by the copyright laws of such country in which such underlying works are so used and registered.

(n) Subject to the provisions of Section 4(g), (i) all income, royalties, payments and damages due and payable to Photocircuits under or in respect of the Intellectual Property Collateral shall be paid to Photocircuits and (ii) Photocircuits may use the Intellectual Property Collateral in a manner consistent with use on the date hereof.

(o) Photocircuits agrees, upon the request by the Administrative Agent, during the term of this Agreement:

(i) to execute, acknowledge and deliver all additional instruments and documents necessary to effect the purposes and intents of this Agreement, in a form acceptable to counsel for the Administrative Agent;

(ii) to do all such other acts as may be necessary or appropriate to carry out the purposes and intents of this Agreement, and to create, evidence, perfect and continue the security interests of the Administrative Agent, in its Intellectual Property Collateral; and

(iii) without limiting the generality of the foregoing, Photocircuits:

(A) authorizes the Administrative Agent, in its sole discretion, to modify this Agreement by amending Schedule A, B or C hereto to include a reference to any right, title or interest in any existing Copyright, Patent or Trademark acquired or developed by Photocircuits after the execution hereof, or to delete any reference to any right, title or interest in any Copyright, Patent or Trademark in

which Photocircuits no longer has or claims any right, title or interest;
and

(B) hereby authorizes the Administrative Agent, in its sole discretion, to file one or more financing or continuation statements or other notices of security interest, and amendments thereto, relative to all or any portion of the Intellectual Property Collateral.

(p) Photocircuits represents and warrants to the Administrative Agent that:

(i) the security interest granted to the Administrative Agent hereunder in United States patents and patent applications (the "U.S. Patents") and in the United States trademark registrations and applications (the "U.S. Trademarks"), upon the filing of appropriate filings with the PTO and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in the U.S. Patents and the U.S. Trademarks; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Patents and U.S. Trademarks acquired by Photocircuits after the date hereof;

(ii) the security interest granted to the Administrative Agent hereunder in the registered Copyrights and Copyright applications (the "U.S. Copyrights"), upon the filing of appropriate filings with the United States Copyright Office and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in the U.S. Copyrights; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in U.S. Copyrights acquired by Photocircuits after the date hereof; and

(iii) the security interest granted to the Administrative Agent hereunder in the Proprietary Information located in the United States, upon the filing of any appropriate filings with the PTO or United States Copyright Office and appropriate financing statements under the Code, shall constitute a first priority, perfected security interest in such Proprietary Information, to the extent that a first security interest can be created through such filings; provided, however, that recordation, filing or registration of such security interest may be required to perfect such security interest in the Proprietary Information acquired by Photocircuits after the date hereof.

SECTION 3. Indemnity. Photocircuits agrees to indemnify the Administrative Agent and the Lenders from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement and any actions taken pursuant to Section 4 or any failure to act thereunder), except for claims, losses or liabilities resulting from the gross negligence or willful misconduct of the Administrative Agent or such Lender.

SECTION 4. Rights and Remedies Upon an Event of Default.

(a) If any Event of Default shall have occurred and be continuing, then and in every such case, the Administrative Agent, in addition to other rights and remedies provided for herein and any rights now or hereafter existing under applicable law, shall have all rights and remedies as a secured creditor under the Code in all relevant jurisdictions and may:

(i) personally, or by agents or attorneys, immediately take possession of the Intellectual Property Collateral or any part thereof, from Photocircuits or any other Person who then has possession of any part thereof, with or without notice or process of law, and for that purpose may enter upon Photocircuits' premises where any of the Intellectual Property Collateral is located and remove the same and use in connection with such removal any and all services, supplies, aids and other facilities of Photocircuits; and

(ii) sell, assign or otherwise liquidate, or direct Photocircuits to sell, assign or otherwise liquidate, any or all of the Intellectual Property Collateral or any part thereof, and take possession of the proceeds of any such sale, assignment or liquidation.

(b) Any collateral repossessed by the Administrative Agent under or pursuant to Section 4(a) and any other Intellectual Property Collateral, whether or not so repossessed by the Administrative Agent, may be sold, assigned, leased or otherwise disposed of under one or more contracts or as an entirety, and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner, at such time or times, at such place or places and on such terms as the Administrative Agent may determine to be commercially reasonable. Any such disposition which shall be a private sale or other private proceedings permitted by such requirements shall be made upon not less than ten days' written notice to Photocircuits. Any such disposition which shall be a public sale permitted by such requirements shall be made upon not less than ten days' written notice to Photocircuits specifying the time and place of such sale and, in the absence of applicable requirements of law, shall be by public auction (which may, at the option of the Administrative Agent, be subject to reserve), after publication of notice of such auction not less than ten days prior thereto in two newspapers in general circulation in the jurisdiction in which such auction is to be held. To the extent permitted by any such requirement of law, the Administrative Agent may bid for and become the purchaser of the Intellectual Property Collateral or any item thereof, offered for sale in accordance with this Section without accountability to Photocircuits (except to the extent of surplus money received). If the Administrative Agent shall be required to make disposition of the Intellectual Property Collateral within a period of time which does not permit the giving of notice to Photocircuits as hereinabove specified, the Administrative Agent need give Photocircuits only such notice of disposition as shall be reasonably practicable. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) The Administrative Agent shall have the right at any time to make any payments and do any other acts the Administrative Agent may deem necessary to protect its security interests in the Intellectual Property Collateral, including, without limitation, the rights to pay, purchase, contest or compromise any Lien which appears to be prior to or superior to the security interests granted hereunder, and appear in and defend any action or proceeding purporting to affect its security interests in, or the value of, the Intellectual Property Collateral. Photocircuits hereby agrees to reimburse the Administrative Agent for all payments made and expenses incurred under this Agreement including reasonable fees, expenses and disbursements of attorneys and paralegals acting for the Administrative Agent, including any of the foregoing payments under, or acts taken to protect its security interests in, the Intellectual Property Collateral, which amounts shall be secured under this Agreement, and agrees that it shall be bound by any payment made or act taken by the Administrative Agent hereunder absent the Administrative Agent's gross negligence or willful misconduct. The Administrative Agent shall have no obligation to make any of the foregoing payments or perform any of the foregoing acts.

(d) Photocircuits hereby irrevocably authorizes and appoints the Administrative Agent, or any Person or agent the Administrative Agent may designate, as Photocircuits' attorney-in-fact, with full authority in the place and stead of Photocircuits and in the name of Photocircuits or otherwise, at Photocircuits' cost and expense, in the Administrative Agent's discretion, upon the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes and intents of this Agreement and to exercise all of the following powers, which powers, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full:

(i) ask for, demand, collect, bring suit, recover, compromise, administer, accelerate or extend the time of payment, issue credits, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(ii) receive, take, endorse, negotiate, sign, assign and deliver and collect any checks, notes, drafts or other instruments, documents and chattel paper, in connection with clause (i) above;

(iii) receive, open and dispose of all mail addressed to Photocircuits and notify postal authorities to change the address for delivery thereof to such address as the Administrative Agent may designate;

(iv) give customers indebted on the Intellectual Property Collateral of Photocircuits notice of the Administrative Agent's interest therein, instruct such customers to make payment directly to the Administrative Agent for Photocircuits' account or request, at any time from customers indebted on the Intellectual Property Collateral, verification of information concerning the Intellectual Property Collateral and the amounts owing thereon;

(v) convey any item of Intellectual Property Collateral to any purchaser thereof;

- (vi) record any instruments under Section 2(g);
- (vii) make any payments or take any acts under Section 4(c); and
- (viii) file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable for the collection of any of the Intellectual Property Collateral or otherwise to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

The Administrative Agent's authority under this Section shall include, without limitation, the authority to execute and give receipt for any certificate of ownership or any document, transfer title to any item of Intellectual Property Collateral, sign Photocircuits' name on any documents deemed necessary or appropriate to preserve, protect or perfect the security interest in the Intellectual Property Collateral and to file the same, prepare, file and sign Photocircuits' name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with any Intellectual Property Collateral of Photocircuits and prepare, file and sign Photocircuits' name on a proof of claim in bankruptcy or similar document against any customer of Photocircuits, and to take any other actions arising from or incident to the rights, powers and remedies granted to the Administrative Agent in this Agreement. This power of attorney is coupled with an interest and is irrevocable by Photocircuits.

(e) All cash proceeds ("Proceeds") received by the Administrative Agent in respect of any sale of, collection from, or other realization upon all or any part of the Intellectual Property Collateral shall be applied by the Administrative Agent against the Obligations in such order as the Administrative Agent may determine. After payment in full of the Obligations, termination of the obligations of the Lenders to make Loans to, and to provide for the issuance of Letters of Credit for the account of, the Borrowers, and the termination, Collateralization or expiration of all Letters of Credit, all excess Proceeds received by the Administrative Agent shall be remitted to Photocircuits.

(f) Upon the occurrence and during the continuance of an Event of Default, all income, royalties, payments and damages under or in respect of the Intellectual Property Collateral of Photocircuits, if any, received thereafter by Photocircuits shall be held by Photocircuits in trust for the benefit of the Administrative Agent, separate from Photocircuits' own property or funds and immediately turned over to the Administrative Agent with proper assignments or endorsements. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right to notify payors of income, royalties, payments and damages under or in respect of the Intellectual Property Collateral to make payment directly to the Administrative Agent.

(g) Each and every right, power and remedy hereby specifically given to the Administrative Agent shall be in addition to every other right, power and remedy specifically given under this Agreement or under the other Loan Documents or now or hereafter existing at law or in equity, or by statute, and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Administrative Agent. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of the exercise

of one shall not be deemed a waiver of the right to exercise any other right, power or remedy. No delay or omission of the Administrative Agent in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any Default or Event of Default or any acquiescence therein.

SECTION 5. Miscellaneous Provisions.

(a) Notices. All notices and correspondence shall be in writing and given as provided in Section 11.1 of the Loan Agreement.

(b) Headings. The headings in this Agreement are for purposes of reference only and shall not affect the meaning or construction of any provision of this Agreement.

(c) Severability. . In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Agreement and, unless otherwise permitted herein, any consent to any departure by Photocircuits from any provision of this Agreement shall not be effective unless the same shall be in writing and signed by Photocircuits and the Administrative Agent and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(e) Interpretation. Time is of the essence in each provision of this Agreement of which time is an element. All terms not defined herein or in the Loan Agreement shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with herein with more specificity, the Loan Agreement shall control with respect to the subject matter of such term or provision. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant in determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (i) remain in full force and effect until the indefeasible payment in full in cash of the Obligations and the termination of the Commitments, (ii) be binding upon Photocircuits and its successors and assigns and (iii) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Administrative Agent (for the ratable benefit of the Lenders) and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Administrative Agent may, in accordance with the terms of the Loan Agreement, assign or otherwise transfer all or any portion of its rights and obligations under this Agreement to any other Person that is a successor to the Administrative Agent under the Loan Agreement, and such

other Person shall thereupon become vested with all the benefits in respect thereof granted to such Agent herein or otherwise, in each case as provided in the Loan Agreement.

(g) Reinstatement. To the extent permitted by law, this Agreement shall continue to be effective or be reinstated if at any time any amount received by the Administrative Agent or any Lender in respect of the Obligations is rescinded or must otherwise be restored or returned by the Administrative Agent or any Lender upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding applicable to Photocircuits, or upon or during the occurrence of any dissolution, liquidation or winding up of Photocircuits, all as though such payments had not been made.

(h) Survival of Provisions. All representations, warranties and covenants of Photocircuits contained herein shall survive the Closing Date, and shall terminate only upon the full and final payment and performance of the Obligations secured hereby and termination of the Commitments.

(i) Administrative Agent May Perform. If Photocircuits fails to perform any agreement contained herein, the Administrative Agent may itself perform, or cause performance of, such agreement, and the expenses of the Administrative Agent incurred in connection therewith shall be payable by Photocircuits and shall constitute Obligations secured by this Agreement.

(j) No Duty on Administrative Agent. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral on behalf of the Lenders and shall not impose any duty upon the Administrative Agent to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for money actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual Property Collateral, as to ascertaining or taking action with respect to matters relative to any Intellectual Property Collateral, whether or not the Administrative Agent has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession if such Intellectual Property Collateral is accorded treatment substantially equal to that which the Administrative Agent accords its own similar property. To the extent the Intellectual Property Collateral is held by a custodian, the Administrative Agent shall be deemed to have exercised reasonable care if it has selected the custodian with reasonable care.

(k) Delays; Partial Exercise of Remedies. No delay or omission of the Administrative Agent to exercise any right or remedy hereunder, whether before or after the happening of any Event of Default, shall impair any such right or shall operate as a waiver thereof or as a waiver of any such Event of Default. No single or partial exercise by the Administrative Agent of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

(l) GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE STATE OF ILLINOIS.

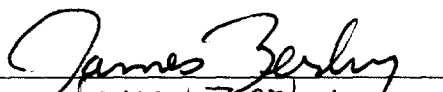
(m) SUBMISSION TO JURISDICTION. ALL DISPUTES BETWEEN OR AMONG PHOTOCIRCUITS AND THE ADMINISTRATIVE AGENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT THE ADMINISTRATIVE AGENT SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST PHOTOCIRCUITS OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY THE ADMINISTRATIVE AGENT TO ENABLE THE ADMINISTRATIVE AGENT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT. PHOTOCIRCUITS AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY THE ADMINISTRATIVE AGENT. PHOTOCIRCUITS WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE ADMINISTRATIVE AGENT HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS.

(n) SERVICE OF PROCESS. PHOTOCIRCUITS HEREBY IRREVOCABLY DESIGNATES CT COPORATION AS THE DESIGNEE AND AGENT OF PHOTOCIRCUITS TO RECEIVE, FOR AND ON BEHALF OF PHOTOCIRCUITS, SERVICE OF PROCESS IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT. IT IS UNDERSTOOD THAT A COPY OF SUCH PROCESS SERVED ON SUCH AGENT AT ITS ADDRESS WILL BE PROMPTLY FORWARDED BY MAIL TO PHOTOCIRCUITS, BUT THE FAILURE OF PHOTOCIRCUITS TO RECEIVE SUCH COPY SHALL NOT AFFECT IN ANY WAY THE SERVICE OF SUCH PROCESS. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(o) JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT; OR (II) ANY CONDUCT, ACTS OR OMISSIONS OF PHOTOCIRCUITS, THE ADMINISTRATIVE AGENT, A LENDER OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE.

IN WITNESS WHEREOF, Photocircuits has caused this Agreement to be executed by its duly authorized officer as of the date first set forth above.

PHOTOCIRCUITS CORPORATION

By: 
Name: James Zerby
Title:

Patents

<u>Description</u>	<u>Number</u>	<u>Issue Date</u>
Printed Circuit Board Test Apparatus and Method	5,570,027	October 29, 1996
Dual Air Knife for Hot Air Solder Leveling	5,593,499	January 14, 1997

Trademarks and Trademark Applications

<u>Description</u>	<u>Number</u>	<u>Issue Date</u>
Photocircuits – Stylized Letters	623,356	March 20, 1956
PC and Design	1,298,656	October 2, 1984

Schedule C

Copyright Registrations

None.