11-27-2002



U.S. DEPARTMENT OF COMMERCE Form PTO-1595 U.S. Patent and Trademark Office (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇔ ⇔ ⇔ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): FLIR Systems, Inc. Bank of America, N.A. 11-15-02 Internal Address: Additional name(s) of conveying party(ies) attached? Tes Yes Yes No 3. Nature of conveyance: Merger Assignment Street Address: 16505 SW 72nd Avenue Security Agreement Change of Name Other Release of Security Interest Portland State: OR __Zip: 97224 Execution Date: November 14, 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) 6232602 6373055 Additional numbers attached? 📮 Yes 🔼 No 6. Total number of applications and patents involved: 2 5. Name and address of party to whom correspondence concerning document should be mailed: 80.00 7. Total fee (37 CFR 3.41).....\$__ Jane Eckels Name: Enclosed Davis Wright Tremaine LLP Internal Address:___ Authorized to be charged to deposit account 8. Deposit account number: 1501 Fourth Avenue, Suite 2600 Street Address: 04-0258 (Attach duplicate copy of this page if paying by deposit account) Seattle WA Zip: 98101 City: 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. November 15, 2002 Jane Eckels Date Name of Person Signing

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Total number of pages including cover sheet, attachments, and documents: Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

AMENDMENT TO SECURITY AGREEMENT

This is an Amendment, dated as of November 14, 2002, to the Security Agreement dated as of December 16, 1999, as amended, by and between FLIR Systems, Inc., an Oregon corporation, and BANK OF AMERICA, N.A., a national banking association, as agent for the Lenders and its successors as agent for the Lenders (the "Security Agreement"). All capitalized terms used herein shall have the meaning given in the Security Agreement.

RECITALS

The parties hereto desire to release certain items from the Collateral to the Security Agreement.

Therefore, the parties agree as follows:

- 1. The Agent hereby releases the following from the Collateral described in the Security Agreement: the Patents described in Exhibit A attached hereto and made a part hereof.
- 2. Other than as expressly agreed in this Amendment, the Security Agreement shall continue in full force and effect without any other amendment or modification.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR:

FLIR SYSTEMS, INC.,

By: David J. Loftus

Its: Vice President and Treasurer

Address:

FLIR Systems, Inc. 16505 SW 72ⁿ⁴ Avenue Portland, OR 97224

Facsimile No.: (503) 495-1715

THE AGENT

BANK OF AMERICA, N.A.

By: Dora A. Brown Its: Vice President

Address:

Bank of America

Commercial Agency Management

WA1-501-37-20

800 Fifth Avenue, Floor 37 Seattle, WA 98104-3185

Facsimile No.: (206) 358-0971

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> PATENT REEL: 013516 FRAME: 0247

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EXHIBIT A

RELEASED PATENTS

The patents described below, together with all intellectual property rights directly related to such patents shall collectively be referred to in this Amendment as the "Patents."

TITLE	PATENT NUMBER	ISSUE DATE
Enhanced vision system sensitive to infrared radiation	6,232,602	May 15, 2001
Enhanced vision system sensitive to infrared radiation	6,373,055	April 16, 2002

RECORDED: 11/15/2002

PATENT REEL: 013516 FRAME: 0249