


Form PTO-1595 (Rev. 03/01)		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE	
OMB No. 0651-0027 (exp. 5/31/2002)		PATENTS ONLY		U.S. Patent and Trademark Office	
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): MIJA Industries, Inc.			2. Name and address of receiving party(ies) Name: Banknorth, N.A.  Internal Address: _____  _____  Street Address: 7 New England Executive Park  _____  City: Burlington State: MA Zip: 01803  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: 06/24/2003					
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) See attached schedule _____ B. Patent No.(s) See attached schedule _____ Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Miriam J. Rovner  Internal Address: _____  _____ Goodwin Procter LLP  Street Address: Exchange Place 53 State Street  City: Boston State: MA Zip: 02109			6. Total number of applications and patents involved: 10  7. Total fee (37 CFR 3.41).....\$ 400.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number:  07-1700		
DO NOT USE THIS SPACE					
9. Signature.  Stephen M. Gianelli Name of Person Signing   Signature  June 24, 2003 Date  Total number of pages including cover sheet, attachments, and documents: 9					

**MIJA INDUSTRIES, INC.****Patent Schedule****Issued U.S. Patents**

<b><u>Patent No.</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
6,488,099	Remote fire extinguisher station inspection	December 3, 2002
6,302,218	Signalling portable pressurizer equipment assembly	October 16, 2001
6,311,779	Signalling fire extinguisher assembly	November 6, 2001
5,848,651	Signalling fire extinguisher assembly	December 15, 1998
5,834,651	Heat treated rapid response pressure gauge spring	November 10, 1998
5,775,430	Electroluminescent signalling fire extinguisher	July 7, 1998
D334,826	Integral gauge and fire extinguisher valve housing	April 13, 1993

**U.S. Patent Applications**

<b><u>Application No.</u></b>	<b><u>Title</u></b>	<b><u>Filing Date</u></b>
10/024,431	Tank volatile liquid level or volume gauge	December 18, 2001
09/832,531	Remote fire extinguisher station inspection	April 11, 2001
60/449,234	Monitoring contents of portable tank	February 20, 2003

## PATENT AND PATENT APPLICATIONS SECURITY AGREEMENT

Date: June 24, 2003

1. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and to secure the Liabilities of

MIJA Industries, Inc. (the "**Owner**"), a Massachusetts corporation with its principal executive offices at 11 Commerce Road, Rockland, Massachusetts 02370,

to

Banknorth, N.A. (hereinafter, the "**Bank**"), a national banking association with offices at 7 New England Executive Park, Burlington, Massachusetts 01803.

under the Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**") between the Owner and the Bank, the Owner hereby grants and creates a security interest in favor of the Bank in and to the Letters Patent, Patent Applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said Letter Patents (hereinafter, the "**Patents**") listed on EXHIBIT A, annexed hereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

2. Until the Loan Agreement is terminated the Owner shall undertake the following with respect to each Patent until the relevant Patent is no longer used in, or material to the operation of, the business of the Owner:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Patents and with the processing of the Patents.

(b) At Owner's sole cost, expense, and risk, take any and all action which reasonably may be necessary or desirable to protect the Patents, including, without limitation, the prosecution and defense of infringement actions.

In the event of any failure by the Owner to perform any of its obligations set forth above within five (5) Business Days after written notice from the Bank, the Bank may (but shall not be required to) act in the Owner's place and stead. Any reasonable costs or expenses which the Bank incurs on account of so acting shall be deemed Costs of Collection reimbursable by the Owner to the Bank as provided in the Loan Agreement.

3. (a) Upon the occurrence and during the continuance of any Event of Default, the Bank shall have, and may exercise, all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts

(Mass. Gen Laws Ch 106) in addition to which the Bank may sell, license, assign, transfer, or otherwise dispose of the Patents. Any person may conclusively rely upon an affidavit of an officer of the Bank that an Event of Default has occurred and not been waived and that the Bank is authorized to exercise such rights and remedies.

(b) The Owner hereby irrevocably constitutes and designates the Bank as and for the Owner's attorney in fact, upon, and flowing the occurrence of any such Event of Default and so long as the same is continuing, to execute all the singular such instruments, documents, and papers as the Bank reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Security Agreement is terminated by a duly authorized officer of the Bank.

IN WITNESS WHEREOF, the Owner and the Bank respectively have caused this Agreement to be executed by officers duly authorized so to do on the date first above written.

**MIJA INDUSTRIES, INC.**

(the "Owner")

By: 

**BANKNORTH,  
N.A.**

(the "Bank")

By: 

**COMMONWEALTH OF MASSACHUSETTS**

County of Suffolk, ss.

June 24, 2003

Then personally appeared before me John J. McShane who acknowledged that he/she is the Owner of MIJA Industries, Inc. and that he/she executed the foregoing Patents and Patent Applications Security Agreement on behalf of its Board of Directors as his/her free act and deed.

  
Notary Public

My Commission Expires: May 7, 2006

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk, ss.

June 24, 2003

Then personally appeared before me Paul B. Forester who acknowledged that he is the Vice President of Banknorth, N.A. and that he executed the foregoing Patents and Patent Applications Security Agreement on behalf of its Board of Directors as his free act and deed.

  
Notary Public  
My Commission Expires: May 7 2010

EXHIBIT A  
PATENTS AND PENDING PATENT APPLICATIONS  
MIJA INDUSTRIES, INC.

**Patent Schedule**

**Issued U.S. Patents**

<b><u>Patent No.</u></b>	<b><u>Title</u></b>	<b><u>Date</u></b>
6,488,099	Remote fire extinguisher station inspection	December 3, 2002
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D334,826	Integral gauge and fire extinguisher valve housing	April 13, 1993

**U.S. Patent Applications**

<u>Application No.</u>	<u>Title</u>	<u>Filing Date</u>
10/024,431	Tank volatile liquid level or volume guage	December 18, 2001
09/832,531 or 6,585,055	Remote fire extinguisher station inspection (To be issued July 1, 2003)	April 11, 2001
60/449,234	Monitoring contents of portable tank	February 20, 2003

PCT Application

PCT US/02/11401	Remote fire extinguisher station inspection	April 11, 2002
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European Patent  
Application:

<u>Application No.</u>		<u>Filing Date</u>
02721713.2	Remote fire extinguisher station inspection	April 11, 2002

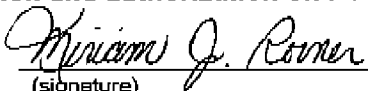
A certain Exclusive License Agreement For Rapid Response Pressure Spring Gauge, dated June 22, 1993, as amended by the Amendment thereto dated as of November 25, 2002, by and between the Borrower and Edward S. Holden which relates to a certain rapid response pressure spring gauge, together with a related letter of consent, dated as of June 10, 1994

PTO/SB 91 (08-00)

Approved for use through 10/31/2002. OMB 0651-0031

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

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ACCOUNT NUMBER 07-1700		YOUR ORDER NUMBER 103044/141779 1703/215	
		DESCRIPTION OF ARTICLES OR SERVICE TO BE FURNISHED	
Recordation of Patent and Patent Applications Security Agreement			
MIJA Industries, Inc./BankNorth, N.A.			
\$400.00			
If additional space is needed attach separate sheet.			
<b>WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.</b>			
		 (signature) Miriam J. Rovner	
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GOODWIN | PROCTER

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Counsellors at Law  
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Boston, MA 02109  
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F A X T R A N S M I T T A L

If problems with transmittal, call fax department at 617.570.1498.

Date	Total pages
June 24, 2003	(10)

To	Company	Fax number	Telephone
Box Assignments	USPTO	(703) 306-5995	

From	Fax number	Telephone
Miriam J. Rovner	617.523.1231	617.570.1292

Message:

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June 24, 2003

Via Facsimile (703) 306-5995

U.S. Patent and Trademark Office  
Box Assignments  
Washington, D.C. 20231

**RE: RECORDATION OF PATENT AND PATENT APPLICATIONS SECURITY AGREEMENT**  
**MLJA INDUSTRIES, INC./ BANKNORTH, N.A.**  
**103044/141779 1703/215**

Dear Sir or Madam:

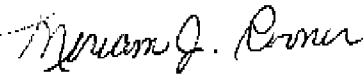
Enclosed please find the following documents for recordation:

1. One copy of a patent recordation form cover sheet (with attached schedules);
2. Patent Security Agreement; and
3. Deposit Account Order Form in the amount of \$400.00 to cover the recordation fees pursuant to 37 C.F.R. 3.41.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 07-1700.

If you have any questions regarding these documents, please call me at (617) 570-1292.

Sincerely,



Miriam J. Rovner  
Senior Legal Assistant

MJR:clk  
Enclosures

cc: James H. Lerner, Esq.  
Stephen M. Gianelli, Esq.

LIBC/1760687.1  
CPI #1703/215

<p>CERTIFICATE OF TRANSMISSION</p> <p>I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on the date shown below.</p> <p><u>MIRIAM J. ROVNER</u> (Typed or Printed Name of Person Signing Certificate)</p> <p><u>Miriam J. Rovner</u> (Signature)</p> <p><u>06/24/2003</u> (Date)</p>
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