

Form PTO-1595
(rev 3/1)

RECORDATION FORM COVER SHEET PATENTS ONLY

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

Environmental Systems Products, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - **Delaware**
- Other

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

2. Name and Address of receiving party(ies)

**Credit Suisse First Boston
111 Madison Avenue
New York, NY 10010**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - **Swiss Bank**

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: **Grant of Patent Security Interest**

Execution Date: **December 12, 2003**

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

A. Patent Application No(s).

PLEASE SEE ATTACHED

B. Patent No(s).

PLEASE SEE ATTACHED

Additional numbers attached? Yes No

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

**Kenneth A. Rubenstein, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/patents involved: **20**

7. Total fee (37 CFR 3.41) **\$800**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 217730/1618)

8. Deposit Account No. **19-2385**

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.

Kenneth A. Rubenstein



December 23, 2003

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: **6**

CH \$800.00 192385 5034893

CONTINUATION OF ITEM 4. Patent Application Numbers or Patent Numbers

A. Patent Application No(s).	B. Patent No(s).
09520165	5034893
09223757	5043659
09480688	5063515
09579475	5239858
PCT/US99/25520	5272769
09621869	5323640
09634659	5369984
09520166	5550737
	5524476
	5563420
	5812249
	4606224

GRANT OF PATENT SECURITY INTEREST

WHEREAS, Environmental Systems Products, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patents (as defined below); and

WHEREAS, Grantor has entered into an Amended and Restated Credit Agreement dated as of December 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with, the banks, the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Credit Suisse First Boston ("**CSFB**"), as the Administrative Agent, Collateral Agent and Syndication Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the Collateral Agent and the other grantors named therein, Grantor has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Patents (as defined below):

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, each Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in and to Patents set forth on Schedule A attached hereto, in each case whether now owned or hereafter existing or hereafter acquired or arising and wherever located (the "**Patent Collateral**").

Notwithstanding anything herein to the contrary, in no event shall the Patent Collateral include, and each Grantor shall not be deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provision, the Patent Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Upon satisfaction of the debt which is the basis for this grant, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this grant.

Unless otherwise defined herein, in the context otherwise required, terms used in this Grant of Patent Security Interest, including its preamble and recitals, have the meanings provided in the Security Agreement.

IN WITNESS WHEREOF, the Grantors have caused this Grant of Patent Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of December 12, 2003.

Environmental Systems Products, Inc.

By:



Name:

Title

**SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST**

U.S. Patents Issued:**Owner: Environmental Systems Products, Inc.**

Invention	Patent Number	Country	
Graphical Display of Timing Advance Data	5,034,893	United States	7/23/91
Non-Intrusive Tachometer For Spark Ignition Autos	5,043,659	United States	8/27/91
Automotive Engine Signal Digitalization	5,063,515	United States	11/5/91
Method And Apparatus For The Automated Testing of Vehicle Fuel Evaporation Control Systems	5,239,858	United States	8/31/93
Emission System Component Inspection System	5,272,769	United States:	12/21/93
Automated Testing Of Vehicle Fuel Caps	5,323,640	United States	6/28/94
Method And Apparatus For Testing of Tank Integrity of Vehicle Fuel Systems	5,369,984	United States	12/6/94
Method For Analysis of Vehicle Performance Characteristics	5,550,737	United States	8/27/96
Method And Apparatus For Insuring The Integrity of Vehicle Testing Procedures	5,524,476	United States	6/11/96
Integrated Ultraviolet and Infrared Source with Minimal Visible Radiation	5,563,420	United States	10/08/96
Speed and Acceleration Monitoring Device using Visible Laser Beams	08/717,226 (5,812,249)	United States	09/22/98
Deceleration based compression test	4,606,224	United States	8/19/86

U.S. Patents Pending:**Owner: Environmental Systems Products, Inc.**

Invention	Filing Date	Number	Country
Remote Emissions Sensing System and Method With A Composite Beam Of IR and UV Radiation That Is Not Split For Detection	3/7/00	09/520,165 (CON OF	
09/398,198)United States			
Moving Center Band Of HC Detector	12/31/98	09/223,757	United States
Remote Sensing Of Vehicle Emissions With Moveable Detection Units	01/11/00	09/480,688	United States
Remote Sensing Of Vehicle Emissions With Moveable Detection Units	01/12/00	US00/00600	United States
Multilane Remote Sensing System	(5/26/00)(10/29/99)	09/579,475 (CON OF	
09/428,992) United States			
Multilane Remote Sensing System	11/01/99	US99/25520	United States
Exhaust Opacity Measuring Device	12/09/99	09/621,869 (CON OF	
09/457,391) United States			
Exhaust Opacity Measuring Device	12/10/99	US99/29220	United States
Data Processing And Validation	6/8/00(12/29/99)	634,659 (CON OF 09/474,131)	United States
Data Processing And Validation	12/30/99	US99/31144	United States
Detection of NOx In A Remote Vehicle Emission Analyzer System	09/17/99	09/520,166 (CON OF 09/398,199)	United States

Foreign Patents Issued:**Owner: Environmental Systems Products, Inc.**

Invention	Patent Number	Country	Issue Date
IR-Based Nitric Oxide Sensor Having Water Vapor Compensation	673786	Australia	04/02/97
IR-Based Nitric Oxide Sensor Having Water Vapor Compensation	77524	Taiwan	03/01/96
IR-Based Nitric Oxide Sensor Having Water Vapor Compensation	187446	Mexico	12/10/97
IR-Based Nitric Oxide Sensor Having Water Vapor Compensation	214,004	Canada	12/05/00