

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA

Name	Execution Date
SP Industries, Inc.	03/30/2005

RECEIVING PARTY DATA

Name:	Commerce Bank, N.A.
Street Address:	One Commerce Square
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19102

PROPERTY NUMBERS Total: 25

Property Type	Number
Patent Number:	d309122
Patent Number:	5743023
Patent Number:	5421686
Patent Number:	5330157
Patent Number:	5236041
Patent Number:	5037147
Patent Number:	4961273
Patent Number:	4736691
Patent Number:	4624512
Patent Number:	6564471
Patent Number:	6226887
Patent Number:	6122836
Patent Number:	5689895
Patent Number:	5199187
Patent Number:	5267790

OP \$1000.00 d309122

Patent Number:	4649118
Patent Number:	4547977
Patent Number:	5275723
Patent Number:	5265642
Patent Number:	5375477
Patent Number:	5407569
Patent Number:	6109780
Patent Number:	d284123
Patent Number:	d341205
Patent Number:	d350609

CORRESPONDENCE DATA

Fax Number: (215)405-2921
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-977-2463
Email: skullman@wolfblock.com
Correspondent Name: Elizabeth A. Grzywacz
Address Line 1: Wolf, Block, Schorr and Solis-Cohen LLP
Address Line 2: 1650 Arch Street, 22nd Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Elizabeth A. Grzywacz
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Total Attachments: 21
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**") is made effective as of the 30th day of March, 2005 by and among **SP INDUSTRIES, INC.**, a Delaware corporation ("**SPI**"), and **COMMERCE BANK, N.A., as Agent** ("**Agent**").

BACKGROUND

A. In accordance with the terms of that certain Second Amended and Restated Credit Agreement of even date herewith by and among SPI, SP Mergersub, Inc., SP Industries Holdings, Inc. (collectively, "**Borrowers**"), Agent and the Lenders from time to time party thereto (as the same may be amended, modified, supplemented, extended and/or renewed, the "**Second Restated Credit Agreement**"), Lenders agreed to extend certain credit facilities to Borrowers.

B. In connection with the Second Restated Credit Agreement, *inter alia*, SPI is required to grant to Agent, for its benefit and the pro rata benefit of Lenders, a security interest in all of SPI's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPI and Agent agree as follows:

1. **Incorporation of Second Restated Credit Agreement.** The Second Restated Credit Agreement, the other Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Second Restated Credit Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Obligations, SPI hereby collaterally assigns, mortgages, pledges and grants to Agent, for its benefit and the pro rata benefit of Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of SPI's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in **Section 2(b)** below, the "**Collateral**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by SPI, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "B"** attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether SPI is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by SPI and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Obligations, SPI hereby mortgages, pledges and grants to Agent, for its benefit and the pro rata benefit of Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of SPI's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "D"**, attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **New Patents, Trademarks, and Licenses.** SPI represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by SPI. If, before all Obligations shall have been satisfied in full and the Second Restated Credit Agreement shall have been terminated, SPI shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark,

trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and SPI shall give to Agent prompt written notice thereof. SPI hereby authorizes Agent to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 3**. SPI hereby agrees to provide to Agent such assignment or other documentation as Agent may request to record Agent's lien on such future Patents, Copyrights, Licenses or Trademarks.

4. **Royalties; Term.** SPI hereby agrees that the use by Agent of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide (to the extent the Patents, Copyrights, Licenses and Trademarks are worldwide) and without any liability for royalties or other related charges from Agent to SPI. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations have been paid in full and the Second Restated Credit Agreement is terminated.

5. **Termination.** Upon payment in full of all Obligations and termination of the Second Restated Credit Agreement, Agent shall execute and deliver to SPI a termination of Agent's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in SPI full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Agent pursuant hereto.

6. **Duties of SPI.** SPI shall have the duty, unless failure to do so would not reasonably be expected to have a Material Adverse Effect, to (a) prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Second Restated Credit Agreement is terminated, (b) make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by SPI. SPI will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Agent, unless doing so would not reasonably be expected to have a Material Adverse Effect.

7. **Event of Default.** Upon the occurrence of an Event of Default, Agent may, without further notice to or consent of SPI, and in addition to all other rights and remedies available to Agent, immediately record all assignments previously executed and delivered to Agent by SPI and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Agent by SPI of all rights, title and interest of SPI, in and to the Collateral. SPI hereby authorizes and agrees that Agent may, through the power of attorney granted in **Section 11** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in SPI's name any and all such assignments and agreements and to take any and all other actions in SPI's name as Agent shall deem reasonable or appropriate to transfer and convey all right, title and interest of SPI in and to the Collateral to Agent or any other person or entity selected by Agent.

8. **Agent's Right to Sue.** Upon the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Agent shall commence any such suit, SPI shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and SPI shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this **Section 8.**

9. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

10. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 3** hereof or by a writing signed by the parties hereto.

11. **Cumulative Remedies; Power of Attorney; Effect on Second Restated Credit Agreement.** All of Agent's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Second Restated Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. SPI hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as SPI's true and lawful attorney-in-fact, with power to (a) endorse SPI's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse SPI's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Agent reasonably deems in the best interest of the Agent, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Agent, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Agent. Agent may also act under such power of attorney to take the actions referenced in **Section 3.** Agent hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Second Restated Credit Agreement shall have been terminated. SPI acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Second Restated Credit Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

12. **Binding Effect; Benefits.** This Security Agreement shall be binding upon SPI and its successors and assigns, and shall inure to the benefit of Agent, Lenders and their nominees, successors and assigns.

13. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.

SP INDUSTRIES, INC.

By: _____
Charles Grant, CEO and President

(CORPORATE SEAL)

COMMERCE BANK, N.A., as Agent

By: _____
James V. Nixon, Senior Vice President

STATE OF ILLINOIS

:
: ss:

COUNTY OF

:

On this _____ day of March, 2005, before me, a Notary Public, personally appeared Charles Grant, who acknowledged himself to be the duly acting CEO and President of **SP INDUSTRIES, INC.** and that he as such CEO and President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the SPI.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

:
: ss:

COUNTY OF PHILADELPHIA

:

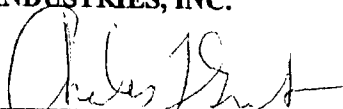
On this 30 day of March, 2005, before me, a Notary Public, personally appeared James V. Nixon, who acknowledged himself to be a duly acting Senior Vice President of **COMMERCE BANK, N.A.** and that he as such Senior Vice President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the SPI.

Notary Public
My Commission Expires:

12/2/06

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have duly executed this Intellectual Property Security Agreement the day and year first above written.

SP INDUSTRIES, INC.

By: 
Charles Grant, CEO and President

(CORPORATE SEAL)

COMMERCE BANK, N.A., as Agent

By: _____
James V. Nixon, Senior Vice President

STATE OF ILLINOIS

:

COUNTY OF *COOK*

: ss:

:

On this _____ day of March, 2005, before me, a Notary Public, personally appeared Charles Grant, who acknowledged himself to be the duly acting CEO and President of SP INDUSTRIES, INC. and that he as such CEO and President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the SPI.



Peggy E. Samson

Notary Public

My Commission Expires: 7/29/06

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF PHILADELPHIA

: ss:

:

On this _____ day of March, 2005, before me, a Notary Public, personally appeared James V. Nixon, who acknowledged himself to be a duly acting Senior Vice President of COMMERCE BANK, N.A. and that he as such Senior Vice President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the SPI.

Notary Public

My Commission Expires:

EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

SEE ATTACHED

SP Industries' Patents	Patent Number	Title	Issued Date	Business Unit	Assignee	Law Firm	Expired	Window Closes
	D309,122	Environmental chamber for controlled plant growth	7/10/1990	Hopback	Hopback Corporation	Welsh & Katz	No	
	5,743,023	Method and Apparatus for Controlling Freeze Drying Process	4/28/1998	Hull	SP Industries	Altheimer & Gray	No	
	5,421,686	Loading and Unloading System	6/6/1995	Hull	SP Industries	Altheimer & Gray	No	
	5,330,157	Rotary Disc Valve	7/19/1994	Hull	SP Industries	Altheimer & Gray	No	
	5,236,041	Cyclonic Vapor Flow Condenser	8/17/1993	Hull	SP Industries	Altheimer & Gray	\$3,800	8/17/2005
	5,037,147	Latching mechanism for chamber access door	8/6/1991	Hull	SP Industries	Altheimer & Gray	No	
	4,961,273	Method and Means for Assuring Freeze Dryer Chamber Sterility	10/9/1990	Hull	SP Industries	Altheimer & Gray	No	
	4,736,691	Container Stopping Apparatus with Adjustable Shelves	4/12/1988	Hull	SP Industries	Altheimer & Gray	No	
	4,624,512	Processing Cabinet with SubDoor Access	11/25/1986	Hull	SP Industries	Altheimer & Gray	No	
	6,564,471	Method and Apparatus for Freeze-Drying	5/20/2003	VirTis	SP Industries	Heslin & Rothenberg, P. C.	No	
	6,226,887	Freeze Drying Methods Employing Vapor Flow Monitoring And/Or Vacuum Pressure Control	5/8/2001	VirTis	N/A	N/A	\$515	5/9/2005
	6,122,836	Freeze Drying Apparatus Employing Vapor Flow Monitoring And/Or Vacuum Pressure Control	9/26/2000	VirTis	SP Industries	Heslin & Rothenberg, P. C.	No	
	5,689,895	Probe Positioning Device for a Flask Freeze Drying	11/25/1997	VirTis	SP Industries	Heslin & Rothenberg, P. C.	\$1,150	11/25/2005
	5,199,187	Freeze Dryer Apparatus Having an Interim Condensing System and Use Thereof	4/6/1993	VirTis	SP Industries	Mayer, Brown & Platt	\$1,965	4/6/2005
	5,267,790	Temperature-Controlled Homogenizer with Sample Gripper	12/7/1993	VirTis	SP Industries	Mayer, Brown & Platt	\$1,900	12/7/2005
	4,649,118	Cell Culturing Apparatus with Improved Stirring and Filter Means	3/10/1987	VirTis	SP Industries	Mayer, Brown & Platt	No	
	4,547,977	Freeze Dryer with Improved Temperature Control	10/22/1985	VirTis	SP Industries	Mayer, Brown & Platt	No	
	5,275,723	Mobile Phase Reservoir	1/4/1994	SP Ind	SP Industries	Mayer, Brown & Platt	No	
	5,265,642	Pressure Relief Valve in a Cap	11/30/1993	SP Ind	SP Industries	Mayer, Brown & Platt	No	
	5,375,477	Water Impurity Extraction Device and Method	12/27/1994	SP Ind	SP Industries	Mayer, Brown & Platt	No	
	5,407,569	Mobile Phase Reservoir	4/18/1995	SP Ind	SP Industries	Mayer, Brown & Platt	No	
	6,109,780	Dynamic Vortex Impeller	8/29/2000	SP Ind	SP Industries	Lennox & Murtha, P.A.	No	
	D284,123	Washer	6/3/1986	SP Ind	SP Industries	Mayer, Brown & Platt	No	
	D341,205	Liquid Chromatograph Mobile Reservoir	11/9/1993	SP Ind	SP Industries	Mayer, Brown & Platt	No	
	D350,609	Liquid Chromatograph Mobile Reservoir	9/13/1994	SP Ind	SP Industries	Mayer, Brown & Platt	No	

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

SEE ATTACHED

Copyrights - Registered**

HOTPACK DIVISION

<u>Copyright Description</u>	<u>Registration #</u>	<u>Registration Date</u>
1. Perform accelerated shelf life testing, plant growth, and incubation operations with Hotpack's illuminated environmental chambers.	TX-2-212-336	November 27, 1987
2. Controlled environmental equipment	TX-2-240-112	January 25, 1988
3. Precise environmental control for a wide range of laboratory and production applications	TX-2-243-379	January 27, 1988
4. Accessory control systems for CO2 incubators: no. 67-0923	TX-2-248-100	January 27, 1988
5. Introducing Hotpack's new, expanded line of efficient laboratory furnaces: no. 17-0275	TX-2-248-101	January 27, 1988
6. Hotpack laboratory ovens.	TX-2-248-102	January 27, 1988
7. Hotpack CO2 incubators with solid state control resist contamination, provide exact, reproducible environmental simulation.	TX-2-248-103	January 27, 1988
8. Hotpack/Heinicke brand laboratory washers, dryers, and accessories.	TX-2-249-277	January 27, 1988
9. Controlled environment walk-in rooms: [cat] no. 96-1342	TX-2-255-279	February 22, 1988
10. Controlled environment equipment component specifications.	TX-2-267-930	February 22, 1988
11. Safety and hazard-safe ovens: specifications/product data: no. 76-1450.	TX-2-268-099	March 7, 1988
12. Grow plants up to 60" high in a 33 cubic feet chamber with programmable temperature, humidity, and light: no. 16-1364	TX-2-315-931	January 26, 1988
13. Large capacity labware drying ovens and dry heat sterilizers: specifications/product data.	TX-2-331-270	May 12, 1988
14. Hotpack laboratory ovens deliver fast, precise heating, 40° to 350° Centigrade, [plus or minus] 0.1°.	TX-2-340-402	June 14, 1988

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

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<u>Copyright Description</u>	<u>Registration #</u>	<u>Registration Date</u>
15. HEPA Altered dry heat sterilizers: specifications/product data.	TX-2-353-179	July 8, 1988
16. Architects guide for design and specifications on walk-in controlled environmental rooms.	TX-2-356-261	July 8, 1988
17. Environmental test ovens (mid-temperature range).	TX-2-357-272	June 10, 1988
18. Tru-Temp laboratory ovens: specifications/product data.	TX-2-363-268	June 10, 1988
19. A comparison of mechanical convection and waterjacketed CO2 incubators.	TX-2-364-985	June 27, 1988
20. Customized environmental room design questionnaire.	TX-2-366-953	July 14, 1988
21. Humidified test chambers.	TX-2-379-817	July 7, 1988
22. Rush Qualitemp freezers[no. 68-1685]	TX-2-454-976	November 16, 1988
23. Controlled temperature chamber. Model CWP 881-M: drawing no. 87204-87206.	VA-287-900	December 28, 1987
24. Controlled temperature changer. Job no. 19730, drawing Nos. 87269, 87289, 87268.	VA-302-829.	May 11, 1988
25. Controlled temperature changer Job no. 18669, drawing no. 001157	VA-302-857	May 12, 1988
26. Refrigeration system: Job no. 20077, drawing no. 001146, M-1.	VA-303-657	May 10, 1988
27. Controlled environmental room: Job no. 24483, drawing 87866.	VA-314-165	August 23, 1988
28. Environmental room: Job no. 23299, Model CWPI (1013)2, drawing no. 001241/dr. by A.M.S.	VA-315-798	September 7, 1988
29. Controlled temperature chamber: Job no. 21946.	VA-318-769	September 6, 1988
30. Environmental room: Drawing no. 001208.	VA-321-582	September 20, 1988
31. Environmental room: Model UWPI(1010)2.	VA-323-088	October 13, 1988

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

<u>Copyright Description</u>	<u>Registration #</u>	<u>Registration Date</u>
32. Environmental room: Job no.14599, drawing no. 87126.	VA-323-553	August 11, 1988
33. Controlled temperature chamber. Model no. CWP1(0710)2, Job. no. 18635, drawing no. 87103.	VA-323-570	October 12, 1988
34. Environmental room: Model UWP1(1212)3, Job no. 22129, drawing no. 001240.	VA-323-936	September 1, 1988
35. Environmental room: Job no. 22483; drawing no. 001205.	VA-324-063	October 19, 1988
36. 78° Fahrenheit constant room: Job no.17828, drawing no. 86961.	VA-324-064	October 18, 1988
37. Controlled temperature chamber. Drawing no. 001246-001247.	VA-324-123	October 17, 1988
38. Environmental room: Model CWP1(0711)2, job no. 23071, drawing no. 001248, M-1	VA-324-392	October 17, 1988
39. Rutgers University, Waksman Institute, Piscataway, New Jersey, environmental room: Job no. 23668.	VA-325-389	October 17, 1988
40. University - Long Island, Greenvale, New York: Drawing no. 87159.	VA-326-286	November 7, 1988
41. Good Samaritan Hospital <[sic]>, Downers Grove, IL 60515: Drawing no. 87182-1.	VA-326-287	November 7, 1988
42. University. New York, biology cell culture: Drawing no. 87249.	VA-327-610	November 7, 1988
43. Controlled temperature chamber. Drawing no. 87190	VA-327-778	November 7, 1988
44. Environmental room: Job no.18722, drawing no. 87218-87221, 87254.	VA-329-658	November 21, 1988
45. Controlled temperature chamber. Job no.18085, drawing no. 87036.	VA-329-659	October 13, 1988
46. Psychometric room: Job no.16652, drawing Nos. 86773, 87161, 86819.	VA-329-661	November 16, 1988
47. Gold Star Cable Company, Seoul, 150 Korea: Drawing no. 87434-1.	VA-334-890	November 17, 1988
48. 95° constant room: Model UUC1(0607)2, drawing no. 86902- M-1, job no.17921.	VA-334-891	November 17, 1988

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<u>Copyright Description</u>	<u>Registration #</u>	<u>Registration Date</u>
49. U.S. Naval Observatory, Washington, D.C., environmental room: Model no. CWP7(0714)2, order no. 16960, drawing no. 87440.	VA-339-666	November 21, 1988
50. Environmental room: Job no. 21945, drawing no. 001180.	VA-345-667	November 3, 1988
51. Environmental room: Job no. 20057, drawing no. 001149, M-1.	VAU-143-194	November 17, 1987
52. Freeze dryer control program. By the VITIS company.	TX-4-876-189	September 1, 1999

**All copyrights, patents, and trademarks are registered with the United States Patent and Trademark Office except where noted differently.

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EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

NONE

EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

SEE ATTACHED

PHL:5055728.3/COM212-224646

PATENT
REEL: 015972 FRAME: 0591

SP INDUSTRIES INC.: TRADEMARKS

Trademark Properties in Name of SP Industries, Inc.			
MARK	Reg. No.	Current Attorney	Comments
W WILMAD and Design	2,676,063	Lawrence Apolzon	Registered 1/21/03 Fee and declaration due 1/21/09
HYPER-CAL	2,492,682	Lawrence Apolzon	Registered 9/25/01 Fee and declaration of use due 9/25/07
AGITATOR and Design	2,457,246	Lawrence Apolzon	Registered 6/5/01 Fee and declaration of use due 6/5/07
WILMAD LABGLASS and Design	2,349,647	Lawrence Apolzon	Registered 5/16/00 Fee and declaration due 5/16/06
HULL	2,342,876	Lawrence Apolzon	Registered 4/18/00 Fee and declaration due 4/18/06
N National and Design	2,330,085	Cathy A. Kodroff	Registered 3/14/00 Fee and declaration due 1/31/06
HULL	2,273,826	Lawrence Apolzon	Registered 8/31/99 Fee and declaration due 8/31/05
HULL and Design	2,266,600	Lawrence Apolzon	Registered 8/3/99 Fee and declaration due 8/3/05
SHUR-LOC	2,215,231	Lawrence Apolzon	Registered 12/29/98 Fee and declaration due 12/29/04
BIOCHROM	2,213,374	Lawrence Apolzon	Registered 12/22/98 Fee and declaration due 12/22/04
DYNALIFT	2,202,138	Lawrence Apolzon	Registered 11/3/98 Fee and declaration due 11/3/04 (grace period)
PROFORMANCE	2,202,137	Lawrence Apolzon	Registered 11/3/98 Fee and declaration due 11/3/04 (grace period)
PROCULTURE	2,200,422	Lawrence Apolzon	Registered 10/27/98 Fee and declaration due 10/27/04
HEIKOL-A	2,094,300	Cathy A. Kodroff	Registered 9/9/97 Renewal due 9/9/07
PODBIELNIAK	1,829,250	Patrick Boisson (last correspondent) Atty of record: Lawrence Apolzon	Registered 4/5/94 Renewal due 4/5/04 (grace period)
FILTERWARE	1,766,615	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 4/20/93 Renewal due 4/20/13

SP INDUSTRIES INC.: TRADEMARKS

TORNADO	1,735,645	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 11/24/92 Renewal due 11/24/12
CHROMWARE	1,735,639	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 11/24/92 Renewal due 11/24/12
DECON	1,687,593	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 5/19/92 Renewal due 5/19/12
HEIKOL-I	1,578,511	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 1/23/90 Renewal due 1/23/10
HEIKOL-E	1,578,510	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 1/23/90 Renewal due 1/23/10
HEIKOL	1,575,939	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 1/9/90 Renewal due 1/9/10
DRY-BOTTOM	1,569,388	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 12/5/89 Renewal due 12/5/09
MULTI-MODE	1,565,629	Howard L. Rosenberg Atty of record: Joseph Marcus	Registered 11/14/89 Renewal due 11/14/09
QUADRAFLOW	1,563,139	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 10/31/89 Renewal due 10/31/09
WILMAD and "W" design	1,152,946	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 5/5/81 Renewal due 5/5/11
PHOENIX PRECISION INSTRUMENTS	1,120,419	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 6/19/79 Renewal due 6/19/09
PPI (design)	1,120,417	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 6/19/79 Renewal due 6/19/09
FREEZE-MOBILE	1,093,179	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 6/13/78 Renewal due 6/13/08
TAPERLOK	1,015,694	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 7/15/75 Renewal due 7/15/06
WILMAD	971,284	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 10/23/73 Renewal due 10/23/13
VIRTIS and Design	948,449	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 12/12/72 Renewal due 12/12/12
QUICKSEAL	882,386	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 12/16/69 Renewal due 12/16/09
VIRTIS	871,284	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 6/17/69 Renewal due 6/17/09

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FLUO-WAR	876,038	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 9/2/69 Renewal due 9/2/09
VIRTIS	869,380	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 5/13/69 Renewal due 5/13/09
VIRTRONICS	866,270	Howard L. Rosenberg Atty of record: Lawrence Apolzon	Registered 3/11/69 Renewal due 3/11/09
SGA (stylized)	846,688	Howard L. Rosenberg	Registered 3/26/68 Renewal due 3/26/08
MINIFREEZER	814,477	Howard L. Rosenberg	Registered 9/6/66 Renewal due 9/6/06
HOTPACK	694,889	Howard L. Rosenberg Atty of record: Cathy A. Kodroff	Registered 3/22/60 Renewal due 3/22/10
Heinicke	868,158		
Trademark Properties in Name of SP Industries Limited Partnership			
LG LABGLASS and Des.	2,212,122	Lawrence Apolzon	Registered 12/22/98 Fee and declaration due 12/22/04 (grace period)