

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Mortgage and Security Agreement Recorded at Reel 015748 and Frame 0696 on March 9, 2005

**CONVEYING PARTY DATA**

Name	Execution Date
Pentron Corporation	07/24/2006

**RECEIVING PARTY DATA**

<b>Name:</b>	Gordon S. Cohen
<b>Street Address:</b>	3 Silo Hill Road
<b>City:</b>	Madison
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06443

<b>Name:</b>	The Cohen Family Trust Partnership
<b>Street Address:</b>	3 Silo Hill Road
<b>Internal Address:</b>	c/o Gordon Cohen
<b>City:</b>	Madison
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06443

**PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	4702696
Patent Number:	6846181
Patent Number:	6787584

**CORRESPONDENCE DATA**

Fax Number: (203)975-7180  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 203-353-6834  
 Email: clondon@eapdlaw.com  
 Correspondent Name: Edwards Angell Palmer & Dodge LLP

CH \$120.00 4702696

Address Line 1: 301 Tresser Boulevard  
Address Line 2: Paralegal Christina London  
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	49384.0002 PENTRON
-------------------------	--------------------

NAME OF SUBMITTER:	Christina London
--------------------	------------------

**Total Attachments: 5**

source=Jeneric Pentron Security Agreement Amendment#page1.tif  
source=Jeneric Pentron Security Agreement Amendment#page2.tif  
source=Jeneric Pentron Security Agreement Amendment#page3.tif  
source=Jeneric Pentron Security Agreement Amendment#page4.tif  
source=Jeneric Pentron Security Agreement Amendment#page5.tif

## AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT - PATENTS

**THIS AMENDMENT TO MORTGAGE AND SECURITY AGREEMENT - PATENTS** (this "Amendment"), dated as of July 24, 2006, by and among Gordon S. Cohen ("Cohen") and The Cohen Family Trust Partnership, a Connecticut general partnership (the "Partnership"; with Cohen, collectively and individually, "Secured Party") and Pentron Corporation, a Delaware corporation ("Pentron"), Jeneric/Pentron Incorporated, a Connecticut corporation ("JPI"), and Pentron Laboratory Technologies, LLC, a Connecticut limited liability company ("PLT"; with Pentron and JPI, collectively and individually, as the case may be, the "Guarantor"). This Amendment amends certain provisions of that certain Mortgage and Security Agreement - Patents, dated as of March 9, 2005 (the "Original Agreement"), by and between Cohen, the Partnership and Guarantor. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Original Agreement.

**WHEREAS**, on even date herewith, Pentron Clinical Technologies, LLC ("Borrower") has issued promissory notes to each of Cohen and the Partnership to evidence loans made by Cohen and the Partnership to Borrower, each in the principal amount of \$250,000; and

**WHEREAS**, in connection with the foregoing, the parties desire to amend the Original Agreement as more fully set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. Amendment of first WHEREAS clause of the Original Agreement. The first WHEREAS clause on the first page of the Original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“WHEREAS, as evidenced by those certain notes dated March 9, 2005 and those certain notes dated July 24, 2006 (collectively, the “Notes”), Secured Party has made loans to Pentron Clinical Technologies, LLC (“Borrower”). Borrower’s obligations under the Notes are guaranteed by Guarantor pursuant to a certain Guaranty Agreement, dated as of March 9, 2005 (the “Original Guaranty Agreement”), as amended by that certain Amendment to Guaranty Agreement, dated as of July 24, 2006, between Secured Party and Guarantor (the “Guaranty Amendment” and, together with the Original Guaranty Agreement, the “Guaranty”). It is a condition precedent to the obligation of Secured Party to make loans, advances and other extensions of credit to the Borrower under the Notes that the Guarantor shall have executed and delivered this Mortgage to Secured Party; and”

2. Amendment of third WHEREAS clause of the Original Agreement. The third WHEREAS clause on the first page of the Original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

“WHEREAS, pursuant to a certain Security Agreement, dated as of March 9, 2005 (the “Original Security Agreement”), between Guarantor and Secured Party, as amended by that certain Amendment to Security Agreement, dated as of July 24, 2006, between Guarantor and Secured Party (the “Security Agreement Amendment” and, together with the Original Security Agreement, the “Security Agreement”), Guarantor has granted Secured Party, *pari passu*, a security interest in, among other things, the Patent Rights, on the terms and conditions set forth in the Security Agreement.”

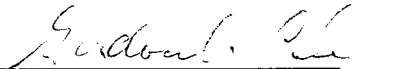
3. Continuing Effect of the Agreement. This Amendment shall not constitute a termination, waiver, amendment or modification of any provision of the Original Agreement not expressly referred to herein. Except as expressly amended or modified herein, the provisions of the Original Agreement are and shall remain in full force and effect. From and after the date hereof, all references made in the Original Agreement or this Amendment to the “Mortgage” shall be references to the Original Agreement as amended by this Amendment.

4. Counterparts. This Amendment may be executed in one or more original or facsimile counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.


4. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

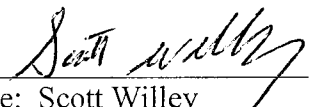
**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first above written.

  
Gordon S. Cohen

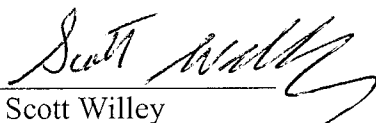
**THE COHEN FAMILY TRUST PARTNERSHIP**

By   
Name: Gordon S. Cohen  
Title: Trustee, Managing Partner

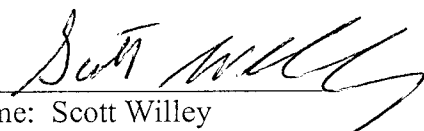
**PENTRON CORPORATION**

By   
Name: Scott Willey  
Title: Vice President and Chief Financial Officer

**JENERIC/PENTRON INCORPORATED**

By   
Name: Scott Willey  
Title: Treasurer

**PENTRON LABORATORY TECHNOLOGIES, LLC**

By   
Name: Scott Willey  
Title: Manager, Chief Financial Officer and Treasurer

STATE OF CONNECTICUT )  
 ) at Wallingford  
COUNTY OF NEW HAVEN )

On this the 28<sup>th</sup> day of August, 2006, before me, the undersigned, personally appeared Gordon S. Cohen who acknowledged himself to be the person named herein and who signed the foregoing instrument as his free act and deed.

In Witness Whereof I hereunto set my hand.



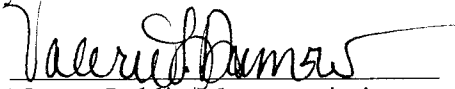
Notary Public/My commission expires:  
Commissioner of the Superior Court

**VALERIE L. DARROW**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES FEB. 28, 2011**

STATE OF CONNECTICUT )  
 ) at Wallingford  
COUNTY OF NEW HAVEN )

On this the 28<sup>th</sup> day of August, 2006, before me, the undersigned, personally appeared Gordon S. Cohen, who acknowledged himself to be the Trustee and Managing Partner of The Cohen Family Trust Partnership, a Connecticut general partnership, and that he, as such trustee and Managing Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the partnership, by signing the name of said partnership by himself as trustee and Managing Partner.

In Witness Whereof I hereunto set my hand.



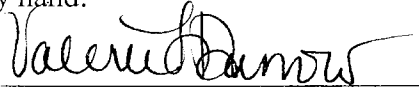
Notary Public/My commission expires:  
Commissioner of the Superior Court

**VALERIE L. DARROW**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES FEB. 28, 2011**

STATE OF CONNECTICUT )  
 ) at Wallingford  
COUNTY OF NEW HAVEN )

On this the 28<sup>th</sup> day of August, 2006, before me, the undersigned, personally appeared Scott Willey, who acknowledged himself to be the Vice President and Chief Financial Officer of Pentron Corporation, a Delaware corporation, the Treasurer of Jeneric/Pentron Incorporated, a Connecticut corporation, and the Manager, Chief Financial Officer and Treasurer of Pentron Laboratory Technologies, LLC, a Connecticut limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporations and the limited liability company, by signing the name of said corporations and limited liability company by himself as such officer.

In Witness Whereof I hereunto set my hand.



Notary Public/My commission expires:  
Commissioner of the Superior Court

**VALERIE L. DARROW**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES FEB. 28, 2011**