

03-01-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



2007 FEB 26 PM 2:15

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FINANCE SECTION

To the Director of the U.S. Patent and Trademark Office. Please record the serial number of this document or the new address(es) below.

1. Name of conveying party(ies)

TVI CORPORATION

2. Name and address of receiving party(ies)

Name: Branch Banking and Trust Company

Internal Address:

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 31, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

Street Address: 8200 Greensboro Drive, Suite 1000

City: McLean

State: Virginia

Country: United States

Zip: 22102

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)
11/049,073 10/933,040
10/856,775 10/732,268 10/715,861 10/675,233
10/892,410 10/256,239 11/312,585 11/299,803
10/970,797 11/103,170 29/226,429 29/226,430
11/392,307 11/441,279 11/452,189 60/838,123

B. Patent No.(s)
3,923,697
6,768,127 7,101,412 7,082,944
6,953,127 6,729,460 6,244,011
5,943,837 4,546,983 4,422,646
4,250,398 4,064,074 3,999,040

Additional numbers attached? ☐ Yes ☒ No

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

Name: Melissa Rose Kramer, Esq.

Internal Address:

Street Address: Miles & Stockbridge P.C.

10 Light Street

City: Baltimore

State: Maryland

Zip: 21202

Phone Number: 410-385-3426

Fax Number: 410-385-3700

Email Address: mkramer@milesstockbridge.com

6. Total number of applications and patents involved: 31

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,280.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

03/01/2007 MJM/1

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Melissa Rose Kramer, Esq.

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 018972 FRAME: 0493

SCHEDULE A TO COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY

(TVI Corporation)

List of Patents

TITLE OF PATENT	PATENT NO./ APPLICATION NO.	APPLICATION DATE	ISSUE DATE
Self-sealing protection filter port	7,101,412	11/19/2003	09/05/2006
Changeover valve and dual air supply breathing apparatus	7,082,944	09/10/2003	08/01/2006
Rapid deploy hazmat containment device	6,953,127	10/13/2000	10/11/2005
Rapid deploy roller transfer device	6,729,460	03/29/2001	05/04/2004
Inverted V-shaped display framework	6,244,011	09/20/1999	06/12/2001
Quick erect shelter apparatus	5,943,837	01/29/1997	08/31/1999
Multi-spectral target	4,546,983	11/28/1983	10/15/1985
Infrared target for military applications and its use	4,422,646	09/18/1981	12/27/1983
Solid state electrically conductive laminate	4,250,398	03/03/1978	02/10/1981
Methods for the manufacture and use of electrically conductive compositions and devices	4,064,074	11/12/1976	12/20/1977
Heating device containing electrically conductive composition	3,999,040		
Electrically conductive compositions and their use	3,923,697	02/01/1974	12/02/1975

TITLE OF PATENT	PATENT NO./ APPLICATION NO.	APPLICATION DATE	ISSUE DATE
Method for manufacturing filter canisters and tracking quality assurance	11/049,073	02/02/2005	
Thin profile air purifying blower unit and filter cartridges and method of use	10/933,400	09/03/2004	
Pressure indicator for positive pressure protection masks	10/856,775	06/01/2004	
Pneumatic sealing system for protection masks	10/732,268	12/11/2003	
Breath responsive filter blower respirator system	10/715,861	11/19/2003	
Liquid delivery system of gas mask	10/675,233	09/09/2003	
Partition system	10/892,410	07/16/2004	
Portable decontamination system	10/256,239	09/27/2002	
Breath controlled air inlet for blower	11/312,585	12/21/2005	
Modular air purification unit	11/299,803	12/12/2005	
Thermal Image Identification System	6,768,127	7/27/2004	
Marking System	10/970,797	10/21/2004	
Infrared Communication System and Method	11/103,170	4/11/2005	
Personnel Marker	29/226,429	3/29/2005	
Personnel Marker	29/226,430	3/29/2005	
Personnel Marker	11/392,307	3/29/2006	
Infrared Reflective Tape Squares	11/441,279	5/25/2006	
Collapsible Patient Isolation Pod	11/452,189	6/13/2006	
Breath Responsive Powered Air-purifying Respirator	60/838,123	8/14/2006	

SCHEDULE B TO COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY

(TVI Corporation)

Encumbrances

None.

COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY

(TVI Corporation)

THIS COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY (this "Assignment") is made as of this 31st day of October, 2006, by TVI CORPORATION, a corporation organized and existing under the laws of the State of Maryland (the "Assignor"), in favor of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Lender").

RECITALS

A. The Assignor has applied to the Lender for certain revolving credit facilities, acquisition line of credit facilities and letter of credit facilities (collectively, the "Credit Facilities") under the provisions of a certain Financing and Security Agreement dated as of the date hereof by and between the Lender and the Assignor (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. The Assignor owns the patents and patent applications listed on SCHEDULE A attached hereto and made a part hereof (collectively, the "Patents").

C. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lender, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products covered by one or more of the Patents and which security agreements entitle the Lender to foreclose on or otherwise deal with the Patents under the terms and conditions set forth in the Financing Agreement.

D. The Lender desires to have its interest in such Patents confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to collaterally assign the Patents to the Lender under the terms set forth below.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby

grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender a security interest in, Lien on, and collateral assignment of, the Patents, together with all of the Assignor's rights, title and interests in and to (a) any and all inventions and improvements described or claimed in any Patents, (b) divisions, continuations, continuations-in-part, reissues and extensions of any Patents, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under or with respect to any Patents, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of Patents, and (e) all rights corresponding to any of the foregoing throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Patent Existence.

The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

2.1.1 The Patents are subsisting and have not been adjudged invalid or unenforceable.

2.1.2 Each of the Patents is valid and enforceable.

2.1.3 Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, each of the Patents is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.4 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including, without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor obtains rights to or becomes entitled to the benefit of any patent, patent application, or invention (other than the Patents) and such rights or benefit is not expressly prohibited from assignment, the provisions of this Assignment shall automatically apply thereto, and the Assignor shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Lender's request, obtain consents to this Assignment where the Assignor's right to assign any Patents requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the Financing Agreement, the Assignor hereby covenants and agrees to maintain the Patents in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the Financing Agreement, the Assignor shall have the duty to (a) prosecute diligently any patent application that is part of the Patents, whether pending on the date of this Assignment or filed thereafter, to the extent the value of such application in the Assignor's business justifies such prosecution, until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in the Patents, including, but not limited to, the payment of maintenance fees, if any, and (c) upon reasonable written request of the Lender, to file patent applications for patentable inventions. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Patent without the consent of the Lender, provided, however, that except during the continuance of an Event of Default, the Assignor may abandon such Patents that (a) the Assignor reasonably determines in its good faith prudent business judgment are no longer necessary or beneficial to the business of the Assignor and (b) may be abandoned without a material adverse effect on the Assignor.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Patents, in which event the Lender may, if necessary, at the Assignor's sole expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If the Lender brings suit to enforce any of the Patents after an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they are incurred by the Lender

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Patents.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lender upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Patents, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Patents.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Other than during the continuance of an Event of Default (a) the Assignor shall have an exclusive, nontransferable right and license to make, have made, use, and sell the inventions claimed in the Patents and (b) the Lender shall not have such rights or the right to grant licenses under the Patents, or to assign, pledge or otherwise transfer title in the Patents to any other party. Except as otherwise permitted by the Financing Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if the sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to, the license granted to the Assignor in this Section, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, after the occurrence and during the continuance of an Event of Default, upon notice to the Assignor, may terminate the exclusive, non-transferable license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Patents covered hereby. For such purposes, the Assignor hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact,

with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Patents or to grant or issue any license under the Patents, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Lender are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Patents, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

[Signature Follows on Next Page]

SIGNATURE AND ACKNOWLEDGMENT PAGE TO COLLATERAL ASSIGNMENT OF
PATENTS AS SECURITY

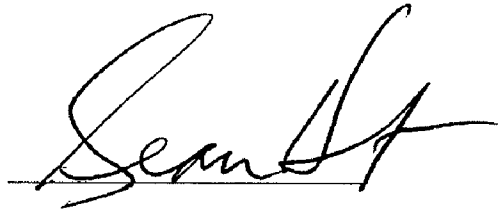
(TVI Corporation)

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the
day and year first above written.

WITNESS OR ATTEST:

ASSIGNOR:

TVI CORPORATION



By:



(SEAL)

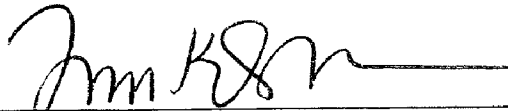
Richard V. Priddy,

President and Chief Executive Officer

Acknowledgment

STATE OF Maryland, Anne Arundel TO WIT:

On this 31st day of October, 2006, before me personally appeared Richard V. Priddy, to
me known and being duly sworn, deposes and says that he is the President and Chief Executive
Officer of TVI Corporation, a Maryland corporation, the Assignor; that he signed the
Assignment as President and Chief Executive Officer of such corporation pursuant to the
authority vested in him by law; that the within Assignment is the voluntary act of such
corporation; and he desires the same to be recorded as such.



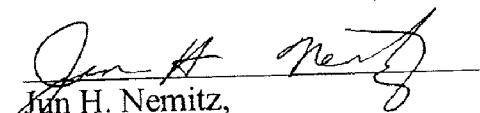
Notary Public

My Commission Expires: 5/1/10

Approved and Accepted:

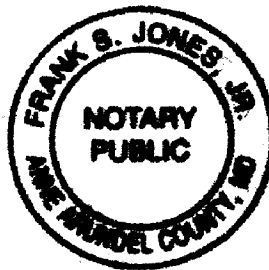
BRANCH BANKING AND TRUST
COMPANY

By:



Jan H. Nemitz,

Senior Vice President



FRANK S. JONES, JR.

Notary Public, State of Maryland

Anne Arundel County

My Commission Expires May 1, 2010