

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Collateral Assignment and Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Dymax Corporation	12/21/2006

RECEIVING PARTY DATA

Name:	TD Banknorth, N.A.
Street Address:	2461 Main Street
City:	Glastonbury
State/Country:	CONNECTICUT
Postal Code:	06033

PROPERTY NUMBERS Total: 45

Property Type	Number
Patent Number:	0010214
Patent Number:	4348503
Patent Number:	4429088
Patent Number:	0455466
Patent Number:	0355461
Patent Number:	4432829
Patent Number:	4819842
Patent Number:	4963220
Patent Number:	4964938
Patent Number:	5039715
Application Number:	07346249
Patent Number:	5185196
Patent Number:	5225315
Patent Number:	5385958
Patent Number:	5387444

OP \$1800.00 0010214

Patent Number:	5387800
Patent Number:	5388754
Patent Number:	5393800
Patent Number:	5512608
Application Number:	08180370
Patent Number:	2259290
Patent Number:	5677362
Patent Number:	5672393
Patent Number:	5703138
Patent Number:	5712321
Patent Number:	5728787
Patent Number:	6080450
Application Number:	08995548
Patent Number:	6008568
Patent Number:	6169125
Patent Number:	6218446
Application Number:	09613884
Patent Number:	6664307
Patent Number:	6765037
Patent Number:	7001930
Application Number:	10984428
PCT Number:	US0539640
Application Number:	11169532
Patent Number:	2975537
Patent Number:	3039267
Application Number:	05387800
Application Number:	08437842
Application Number:	08406506
Application Number:	08618343
Application Number:	60012716

CORRESPONDENCE DATA

Fax Number: (860)251-5214

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 860 251 5822

Email: trademarks@goodwin.com

Correspondent Name: Patricia C. Gagnon RP
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:

03134-05

NAME OF SUBMITTER:

Patricia C. Gagnon

Total Attachments: 34

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**PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of December 21, 2006, (this "Agreement"), is entered into by and between DYNAMAX CORPORATION, a Connecticut corporation having its principal place of business at 318 Industrial Lane, Torrington, Connecticut 06790 (the "Assignor"), and TD BANKNORTH, N.A., a national banking association with an office at 2461 Main Street, Glastonbury, Connecticut 06033 (the "Lender").

W I T N E S S E T H

WHEREAS, the Assignor has entered into that certain Loan Agreement dated as of even date herewith (as amended from time to time) with the Lender, pursuant to which the Lender, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit or provide financial accommodations to the Assignor (the "Loan Agreement"); and

WHEREAS, pursuant to that certain Security Agreement by and between the Lender and the Assignor dated as of even date herewith (the "Security Agreement"), the Assignor has granted to the Lender a first priority security interest in all of the Collateral (as defined below), including without limitation the patents and patent applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined below) under the Loan Agreement; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement as referred to below:

Assignment of Patents. Shall have the meaning set forth in Section 2.1.

Collateral. Shall have the same meaning as ascribed to that term in the Security Agreement.

Event of Default. Shall have the same meaning as ascribed to that term in the Security Agreement.

Obligations. Shall have the same meaning as ascribed to that term in the Security Agreement.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents, the Patent Registrations, the Patent License Rights, Related Assets and all other Patent Rights, and all additions, improvements, and accessions to, all substitutions for and replacements of, all products and Proceeds (including insurance proceeds) of any and all of the foregoing, and all books, records, technical information and data describing or used in connection with any and all such rights, interests, assets or property.

Patent License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Patents, or Patent Rights, owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Assignor to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement.

Patent Registrations. All past, present or future federal, state, local and foreign registrations of the Patents, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations (and all divisions, continuations, continuations in part, reissues, substitutes and extensions thereof).

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Patent Registrations; the right (but not the obligation) to register claims under any state, federal or foreign patent law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements or any other damages or injury to the Patents, and the rights to damages or profits due or accrued arising out of or in

connection with any such past, present or future infringement, dilution, damage or injury; and the Patent License Rights.

Patents. All patents and patent applications, whether United States or foreign, that are owned by the Assignor or in which the Assignor has any right, title or interest, now or in the future, including but not limited to:

(a) the patents and patent applications listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time);

(b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country;

(c) all re-issues, continuations, divisions, continuations-in-part, renewals or extensions thereof;

(d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and

(e) the right (but not the obligation) to make and prosecute applications for such Patents.

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Patent Collateral, including the following:

(a) all inventions, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, research and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Patent Collateral; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Patent Collateral, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or licensees or contractors, for products or services sold under or in connection with the Patent Collateral, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements, product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Patent Collateral; and

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Patent Collateral.

USPTO. The United States Patent and Trademark Office.

2. GRANT OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST.

2.1. Security Interest; Assignment of Patents. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Lender, a continuing security interest in and first priority lien on the Patent Collateral, and pledges and mortgages (but does not transfer title to) the Patent Collateral to the Lender. In addition, the Assignor has executed in blank and delivered to the Lender an assignment of federally registered patents in substantially the form of Exhibit 1 hereto (the "Assignment of Patents").

The Assignor hereby authorizes the Lender to complete as assignee and record with the USPTO the Assignment of Patents upon the occurrence and during the continuance of an Event of Default and the exercise of the Lender's remedies under this Agreement and the Security Agreement.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patent Collateral provided in Section 2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Lender, the Assignor's entire right, title and interest in and to the Patent Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the indebtedness outstanding under the Loan Agreement, or any and all notes issued pursuant thereto (the "Notes"), is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement or the Security Agreement and applicable law (including the transfer or other disposition of Collateral by the Assignor to the Lender or its nominees in lieu of foreclosure).

2.3 Supplemental Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Lender a continuing security interest in and lien on the Collateral (including the Patent Collateral). The Security Agreement, and all rights and interests of the Lender in and to the Collateral (including the Patent Collateral) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Patent Collateral hereunder, or the recordation of this Agreement (or any document hereunder) with the USPTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Lender in the Collateral (including the Patent Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Patent Collateral), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Patent Collateral (and any and all obligations of the Assignor with respect to the Patent Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the Obligations of the Assignor) in, to or with respect to the Collateral (including the Patent Collateral) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE LENDER DOES NOT

ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Patents and Patent Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Patents and Patent Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Patents or Patent Registrations; (iii) each of the Patents and Patent Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Patents, Patent Registrations or Patent Rights; (v) no claim has been made that the use of any of the Patents does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the patent rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents (other than ownership and other rights reserved by third party owners with respect to Patents that the Assignor is licensed to use and excluding rights granted to others under existing licenses of the Patents and Patent Registrations as set forth on Schedule B), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Agreement; (vii) the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Patents; (ix) this Agreement, together with the Security Agreement, will create in favor of the Lender, a valid and perfected first priority security interest in the Patent Collateral upon making the filings referred to in clause (xi) of this Section 3; (x) the Assignor has complied with and will continue for the duration of the this Agreement to comply with the requirements of 35 U.S.C. §101, et seq. and all other applicable statutes, rules and regulations in connection with its use of the Collateral and (xi) except for the filing of financing statements with the Secretary of State for those states within which Assignor has an office or operations under the Uniform Commercial Code and the recording of this Agreement or a financing statement with the USPTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or

the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Agreement by the Assignor, or (B) for the perfection of or the exercise by the Lender of any of its respective rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Lender and its respective employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Patents, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent and except for licenses of the Patent Collateral in the ordinary course of Assignor's business consistent with its past practices or to those parties set forth on Schedule B, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Patent Collateral, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement.

6. AFTER-ACQUIRED PATENTS, ETC.

6.1 After-acquired Patents. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Patents, Patent License Rights, Patent Registrations or Patent Rights, the provisions of this Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Lender such documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interests therein.

6.2 Amendment to Schedule. The Assignor authorizes the Lender to modify this Agreement and the Assignment of Patents, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Patents to include any future or other Patents, Patent License Rights, Patent Registrations or Patent Rights under Section 2 or Section 6 and/or to delete Patents, Patent License Rights, Patent Registrations or Patent Rights terminated by Assignor in the ordinary course of business. The Assignor shall notify the Lender quarterly of such terminations if any.

7. PATENT PROSECUTION.

7.1 Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Patent Collateral, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Patent Collateral or any other action or failure to act in connection with this Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain patent counsel acceptable to the Lender.

7.2 Assignor's Duties, etc. The Assignor shall have the right and the duty, through patent counsel acceptable to the Lender, to prosecute diligently any patent registration applications of the Patents pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Patents and Patent Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Patent Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Patents or Patent Registrations subject to Assignor's right to drop or decline to maintain patents, registrations or applications in the ordinary course. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor.

7.3 Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Patents, the Patent Registrations and the Patent Rights. The Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject it to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Section 7.3.

7.4 Protection of Patents, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Patent Collateral other than patent rights dropped in the ordinary course of business. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Patent Collateral other than patent rights dropped in the ordinary course of business.

7.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any

final adverse determination in, any proceeding in the USPTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Patents or Patent Registrations or the Assignor's rights, title or interests in and to the Patent Collateral, and of any event that does or reasonably could materially adversely affect the value of any of the Patent Collateral, the ability of the Assignor or the Lender to dispose of any of the Patent Collateral or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Patent Collateral).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Lender shall have, in addition to all other rights and remedies given it by this Agreement (including, without limitation, those set forth in Section 2.2), the Security Agreement and any other related financing documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Patent Collateral, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent Collateral all expenses incurred by the Lender in attempting to enforce this Agreement (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Patent Collateral shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Patent Collateral is to be made or after which any private sale or other private disposition of the Patents may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law, purchase or license the whole or any part of the Patent Collateral or interests therein sold, licensed or otherwise disposed.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees

promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as it may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patent Collateral, or to grant or issue any exclusive or non-exclusive license of any of the Patent Collateral to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patent Collateral or any part thereof or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Patent Collateral.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the

Lender by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant to the Security Agreement, this Agreement or otherwise.

13. COURSE OF DEALING.

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 Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, 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 or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving any of the Patent Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Patent Collateral and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue amounts set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER DOES NOT ASSUME ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PATENT COLLATERAL OR ANY USE, LICENSE OR SUBLICENSE THEREOF,

WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given: (a) upon actual delivery, when delivered personally; (b) upon receipt when sent by confirmed telegram or fax if sent during normal business hours, and if not, then on the next business day; (c) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (d) five (5) business days after being deposited in the U.S. mail, as certified or registered mail, return receipt requested, postage prepaid. All communications shall be sent to the parties hereto at the addresses as set forth below or at such other address as the parties hereto may designate by ten (10) days advance written notice to the other parties hereto:

(a) if to the Assignor,

DYMAX Corporation
318 Industrial Lane
Torrington, CT 06790
Attn: A. Gregory Bachmann

with a copy to:

Halloran & Sage LLP
Goodwin Square
225 Asylum Street
Hartford, CT 06103
Attn: Robert B. Cox, Esq.

(b) if to the Lender,

TD Banknorth, N.A.
2461 Main Street
Glastonbury, CT 06033
Attn: Stephen F. Roche, Senior Vice President
Sal Romano, Vice President

with a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Attn: James C. Schulwolf, Esq.

18. AMENDMENT AND WAIVER.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Assignor and the Lender and except as provided in Section 6.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER.

THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). The Assignor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Connecticut or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in Section 17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. PREJUDGMENT REMEDY WAIVER.

THE ASSIGNOR ACKNOWLEDGES AND AGREES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO A NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR OTHER STATUTE OR STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES THE LENDER'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THIS WAIVER. FURTHER, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW, ASSIGNOR HEREBY WAIVES DEMAND, PRESENTMENT FOR PAYMENT, PROTEST, NOTICE OF

PROTEST, NOTICE OF DISHONOR, DILIGENCE IN COLLECTION, NOTICE OF NONPAYMENT OF THE NOTES AND ANY AND ALL NOTICES OF A LIKE NATURE.

21. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender, nor any representative, agent or attorney of the Lender have represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Security Agreement and the other agreements and instruments relating thereto to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 21.

22. COUNTERPARTS

This Agreement may be executed and delivered in any number of counterparts. Each counterpart shall constitute an original, but all counterparts together shall constitute but one and the same agreement.


23. MISCELLANEOUS.

The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignor and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

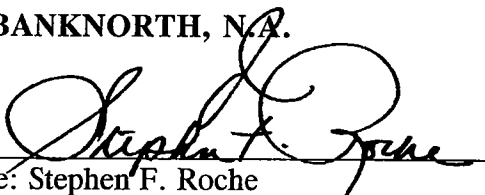
[Signature Page Follows]

IN WITNESS WHEREOF, this Patent Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

DYMAX CORPORATION

By: 
Name: A. Gregory Bachmann
Title: President
(Duly Authorized)

TD BANKNORTH, N.A.

By: 
Name: Stephen F. Roche
Title: Senior Vice President
(Duly Authorized)

SCHEDULE A

Patents and Patent Applications

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
✓ 10,214	BAC-201		ADHESIVE COMPOSITION DISCLOSURE		5/1/00 Andy's Office
	APC-1		EPOXY COMPOSITION FOR THREADLOCKING AND METHODS USING SAME		5/1/00 Andy's Office 1978-1979
	APC-201, 401		EPOXY COMPOSITION FOR THREADLOCKING AND METHODS USING SAME		5/1/00 Andy's Office 1978-1979
	ACE 899		ADHESIVES FROM BLOOD		5/1/00 Andy's Office
✓ 4,348,503	1-BAC	9/7/1982	ADHESIVE COMPOSITION	Andrew G. Bachmann	5/1/00 Andy's Office
✓ 4,429,088	1-DIV-1-BAC	1/31/1984	ADHESIVE COMPOSITION	Andrew G. Bachmann	5/1/00 Andy's Office
✓ 4,554,666 & 4,355,461	BAC-1-DIV-1		ADHESIVE COMPOSITION		5/1/00 Andy's Office
✓ 4,432,829	I-DIV-II	2/21/1984	ADHESIVE BONDING METHOD	Andrew G. Bachmann	5/1/00 Andy's Office 1982-1993
	DMX-2		RADIATION CURED ADHESIVE SYSTEM CONTAINING AMIDES		5/1/00 Andy's Office 1988-1991
✓ 4,819,842	DMX-4	4/11/1989	RADIATION SUPPLY AND ADHESIVE DISPENSING SYSTEM	Richard A. Westervelt	
✓ 4,963,220	5-CONT	10/16/1990	ADHESIVE SYSTEM UTILIZING METAL ION CONTAINING ACTIVATOR	Andrew G. Bachmann & Robert F. Bickley	
✓ 4,964,938	3	10/23/1990	BONDING METHOD USING PHOTOCURABLE ACRYLATE ADHESIVE CONTAINING PERESTER/AUTOMERIC ACID ADHESION PROMOTER	Andrew G. Bachmann & James M. Hillman	5/1/00 Andy's Office 1987-1989
✓ 5,039,715	3-DIV	8/13/1991	PHOTOCURABLE ACRYLATE ADHESIVE CONTAINING PERESTER/AUTOMERIC	Andrew G. Bachmann & James M. Hillman	
	DMX-4-CA		RADIATION SUPPLY AND ADHESIVE DISPENSING SYSTEM		
Serial #07/346,249	5		ADHESIVE SYSTEM UTILIZING METAL ION CONTAINING ACTIVATOR		5/1/00 Andy's Office 11/1987 TO 3/90
✓ 5,185,196	6	2/9/1993	ACID ADHESION PROMOTOR		
			METHOD FOR ASSEMBLY OF LAMINATE ARTICLE	Gary V. Grosclaude	5/1/00 Andy's Office 1991 TO 2/93
✓ 5,225,315	8	7/6/1993	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE, AND METHOD UTILIZING THE SAME	Gary V. Grosclaude & Andrew G. Bachmann	5/1/00 Andy's Office 1989 TO 4/93

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
5,385,958	11	1/31/1995	ACTIVATOR FORMULATION AND COMPOSITION UTILIZING SAME	Andrew G. Bachmann & Stephen E. Cantor	5/1/00 Andy's Office 1993 TO 1994
5387444 Patent expired 2/7/03	9	2/7/1995	ULTRASONIC METHOD FOR COATING WORKPIECES, PREFERABLY USING TWO-PART COMPOSITIONS	Andrew G. Bachmann	5/1/00 Andy's Office 1992-1994
5,387,800	10	2/7/1995	PREFOCUSED LAMP AND REFLECTOR ASSEMBLY	Kevin M. Kurtich & Herman R. Reiss	
5,388,754	8-Div	2/14/1995	METHOD UTILIZING WATER SOLUBLE MASKING FORMULATION FOR PRODUCING AN ARTICLE	Gary V. Grosclaude & Andrew G. Bachmann	
5,393,800	7	2/28/1995	TWO-COMPONENT COATING FORMULATION (Exact Coat)		5/1/00 Andy's Office 1993-1994
5,512,608	11-DIV	4/30/1996	METHOD FOR PRODUCING AN ADHERENT DEPOSIT USING A CHEMICALLY ACTIVATED, MULTI-PART, SOLVENT-FREE COMPOSITION	Andrew G. Bachmann & Stephen E. Cantor	
Serial #08/180/370	DMX-12	filed 1/12/93	AIR-CURING PHOTOINITIATED COATING COMPOSITION		5/1/00 Andy's Office
	DMX-12-CIP-BR		OXYGEN-CURABLE COATING COMPOSITION	ABANDONED 09/02/05	
App# 2,259,290	DMX-12-CIP-CA	filed 07/18/97	OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)		
	DMX-12-CIP-PCT		OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)		
5,677,362	DMX-13--CONT	10/14/1997 Expires 3/20/15	ACTINIC RADIATION-CURABLE FORMULATION	Steve Cantor and Andy Bachmann	5/1/00 Andy's Office 9/96-9/97
5,672,393	DMX-13-DIV-CONT	09/30/1997 Exp. 3/20/15	COATING METHOD USING ACTINIC RADIATION CURABLE FORMULATION (Method for Ultra Light technology)	Andrew G. Bachmann & Stephen E. Cantor	
	DMX-12-CONT		OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)		
5,703,138	DMX-12-CIP-II	12/30/97 Exp. 12/30/14	OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)	Stephen E. Cantor & Leon Levine	
5,712,321	DMX-14	01/27/1998 Exp. 02/1/16	DUAL-CURING COATING FORMULATION AND METHOD (SURE CURE)	Stephen E. Cantor & Brian Bachmann	5/1/00 Andy's Office 1/96-1/97
5,728,787	DMX-16	03/17/1998 Exp. 06/19/16	RAPID CURING, NON-CORRODING ADHESIVE COMPOSITION AND METHOD OF USE. (Magnet Bonder)	Stephen E. Cantor	5/1/00 Andy's Office 6/4/96 TO 9/97
6,080,450	DMX-15	6/27/2000	COMPOSITION EXHIBITING IMPROVED FLUORESCENT RESPONSE	Stephen E. Cantor	
6,080,450	DMX-15-CPA	06/27/2000 Exp. 2/10/17	COMPOSITION EXHIBITING IMPROVED FLUORESCENT RESPONSE	Stephen E. Cantor	

3 of 8

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
Application # 08/995,548	DMX-16-DIV		RAPID CURING, NON-CORRODING ADHESIVE COMPOSITION AND METHOD OF USE (Magnet Bonder)		
6,008,568	DMX-17	12/28/1999 Expires 03/13/2018	HEATSINKED LAMP ASSEMBLY	Ira J. Pitel & Benjamin J. Sliotskin	
6,169,125 B1	DMX-18	1/11/2001 Expires 12/2001 Certificate of Correction	ELECTRICALLY CONDUCTIVE RESINOUS MATERIAL AND RADIATION CURABLE FORMULATION FOR PRODUCING THE SAME	John F. Antonic	
6,218,446 B1	DMX-18-CIP	4/17/2001	RADIATION CURABLE FORMULATION FOR PRODUCING ELECTRICALLY CONDUCTIVE RESINOUS MATERIAL METHOD OF USE AND ARTICLE PRODUCED	John F. Antonic	
09/613,884	DMX-19	7/11/00	HIGH HEAT-RESISTANCE WATER-SOLUBLE MASKANT FORMULATION AND METHOD FOR USING SAME		
6,664,307	DMX-22	12/16/2005	LOW SHRINKAGE EPOXY RESIN FORMULATION	John F. Antonic	
6,765,087	DMX-23	7/20/2004	PHOTOCURABLE EPOXY COMPOSITION	John F. Antonic	
7,001,930	DMX-24	01/14/2003 Assignment Reel 013661, Frame 0478 June, 2003	ACRYLIC RESIN FORMULATIONS CURABLE TO CLEAR, HEAT-RESISTANT BODIES		Patent issued 02/21/2006; Application # 10/341,670
Application # 07/995,426	DMX-25	Filing date 1/19/2004	PET Adhesive		
Application # 07/995,396/40	DMX-25-PCT	Filing date 11/02/2005	PET Adhesive (International Patent App)		
Application # 11/169,532	DMX-26	filing date 06/29/2005	POLYMERIZABLE COMPOSITION EXHIBITING PERMANENT COLOR CHANGE AS CURE INDICATOR	Andrew G. Bachmann, Stephen E. Cantor, Igor V. Khudyakov	1/4/07 Projected publication date for application.
R/N 2,975,537	DMX-125		SMART LAMP		
	DMX-133	7/26/2005	Speedmask for use in Aerospace	®	expires 07/26/2015
App# 4,206,736	DMX-133-EU	7/25/2005	Speedmask for use in Aerospace in Europe Comm Trade Marks Bulletin No. 030/2005	® within 3 months if no opposition filed	
R/N 3,039,267	DMX-134	1/10/2006	Light Cap	®	expires 1/10/2016

ED

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
App# 4,145,819	DMX-134-EU	7/25/2005	LIGHT CAP - European Registration of Community Trademark; EC Trade Marks Bulletin No. 030/2005	@ within 3 months if no opposition filed	
R/N 1,311,690	DMX-135		WIPE-ON Appl. For Registration on Principal Register		Filing May 2006
	DMX-206		ADHESIVE SYSTEM UTILIZING IRON-CONTAINING ACTIVATOR		5/1/00 Andy's Office
	DMX-210		ADHESIVE COMPOSITIONS CONTAINING FADING DYE		5/1/00 Andy's Office
	DMX-211		COATING USING UNMIXED 2-PART		5/1/00 Andy's Office
	DMX-217		REACTIVE ACRYLATE - NO ACTIVE OXYGEN		5/1/00 Andy's Office
	DMX-221 MISC				5/1/00 Andy's Office
	DMX-222		CANNULA DESTROYING UNIT		5/1/00 Andy's Office
	DMX-411		TOYO INK ADJUSTMENT		5/1/00 Andy's Office
	DMX-604		OPPOSITION TO DYAX		5/1/00 Andy's Office
	DMX-611		GLOB TOP FORMULATIONS		5/1/00 Andy's Office
	DMX-652		EXACTOCOAT		
	751 MISC				
	DMX-801 MISC				
	ACE-802		LOCTITE (Toback)		
	DMX-807 MISC		DARCURE 1994/NATIONAL STARCH 1994/ACTIVATOR FORMULATIONS CONTAINING REACTIVE DILUENTS 1993/ETC.		
	DMX-808		MULTI-CURE		
	DMX-810/811		U.S.E. PATENT		
	DMX-813		EFOS INFRINGEMENT		
	DMX-808/813		EFOS INFRINGEMENT		
	DMX-814		VALIDITY OF DYMAX PATENTS		
	DMX-815		NATIVI et. Al. (Loctite)		
	DMX-818		NATIONAL STARCH		
	DMX-820		PREFOCUSED LAMP & REFLECTOR		
	DMX-821		INVESTIGATION INTO TILLEY		
	DMX-821		INVESTIGATION INTO GENERAL ELECTRIC		
	DMX-824		KENNEDY et. Al.		
	DMX-901		DYMAX TRADEMARK 1996		
	DMX-901 MISC				
	DMX-902 MISC		UV-PLUS, VISICURE, TRIGGER CURE		
	DMX-902		MEDI-CURE, INSTA-CURE		
	DMX-902		GLASS FORCE BY GM		
	DMX-904		LUXTRAX		
	???		ABLESTIKK (Glob Top) 1991 - 1994		
	???		BIMAX		
	???				

EU
 Trademark

A

PENDING UNITED STATES PATENT APPLICATIONS

Serial #	Case #	Filing Date	Title	Inventor
	10-PCT		PREFOCUSED LAMP AND REFLECTOR	
08/437,842	12-CIP	05/09/95	OXYGEN-CURABLE COATING COMPOSITION	Leon Levine & Stephen Cantor
	12-CIP-PCT		OXYGEN-CURABLE COATING COMPOSITION	Leon Levine & Stephen Cantor
	12-CONT		OXYGEN-CURABLE COATING COMPOSITION	Leon Levine & Stephen Cantor
08/406,506	13	03/20/95	ENCAPSULATION, FORMULATION, METHOD AND APPARATUS	
08/618,343	13-DIV	03/19/96	ENCAPSULATION, FORMULATION, METHOD AND APPARATUS	
60/012/716	15-PROV (See DMX-15 non-prov.)	02/23/96	COMPOSITIONS EXHIBITING IMPROVED FLUORESCENT RESPONSE	
76/598,596	DMX-133	06/21/04	SPEEDMASK	

Trademark

Viable Foreign Patents				
Patent #	Case #	Country	Expiration Date	Title
Serial# 378,880	1-BAC-Canada	Canada		ADHESIVE COMPOSITION
1187642	1-CA	Canada		ADHESIVE COMPOUND
1297621	2-CA	Canada		RADIATION CURED ADHESIVE SYSTEM CONTAINING AMIDES
1315372	4-CA-RE	Canada		RADIATION SUPPLY & ADHESIVE DISPENSING
2108882	4-JP	Japan	09/02/08	RADIATION SUPPLY & ADHESIVE DISPENSING SYSTEM
2116331	8-CA	Canada	09/15/12	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE AND METHOD UTILIZING THE SAME
605567	8-EP	Europe (6/22/99 patent is subject to being brought into force by 10 countries)	09/15/12	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE & METHOD UTILIZING THE SAME
2556440	8-JP	Japan	09/15/12	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE & METHOD UTILIZING THE SAME
97-706514	DMX-13-KO	Filed 9/19/97		ENCAPSULATION FORMULATION, METHOD & APPARATUS
2215597		Canada	05/02/00	ENCAPSULATION FORMULATION, METHOD & APPARATUS
815146	DMX-13-EP	Publicized 6/20/01 (Not be entered in states.)	02/07/16	ENCAPSULATION FORMULATION, METHOD & APPARATUS
2245540		Canada	01/23/17	DUAL-CURING COATING FORMULATION & METHOD
3279575	DMX-15-JP	Japan	02/19/17	COMPOSITION EXHIBITING IMPROVED FLUORESCENT RESPONSE

5/1/00
Andy's Office
7/9 - 7/97

PENDING FOREIGN PATENT APPLICATIONS			
Patent #	Case #	Country	Title
63-285954	5-JP	Japan	ADHESIVE SYSTEM UTILIZING METAL ION-CONTAINING ACTIVATOR
93906072.9	7-EP	Europe	TWO-COMPONENT COATING FORMULATION
2116331	8-CA	Canada	WATER SOLUBLE FORMULATION FOR MASKING & THE LIKE, & METHOD OF UTILIZING THE SAME
92920447.7	8-EP	Europe	WATER SOLUBLE FORMULATION FOR MASKING & THE LIKE, & METHOD UTILIZING THE SAME
93906234.5	9-EP	Europe	COATING SYSTEM & METHOD
94911457.3	11-EP	Europe	ACTIVATOR FORMULATION AND COMPOSITION UTILIZING SAME
2,157,154	11-CA	Canada 1/2/01 Expires 3/3/14	ACTIVATOR FORMULATION AND COMPOSITION UTILIZING SAME
PCT/US94	12-CONT	International Dropped 2/96	OXYGEN CURABLE COATING
App# Hei 10-507117	DMX-12-CIP-JP	Rejected CIP to Patent #5,703,138	OXYGEN CURABLE COATING COMPOSITION (Darc Cure technology)
5,7603,138	12-CIP-II	US will issue on 12/30/97	OXYGEN CURABLE COATING COMPOSITION
14514	PCT		COMPOSITION
Hei 8-528399	DMX-13-JP	Japan	ENCAPSULATION FORMULATION METHOD & APPARATUS
PCT/US96 01678	13-PCT	International	ENCAPSULATION FORMULATION METHOD & APPARATUS
09-527727	14-JP	Japan (Filed 1/23/97) Request for Examination filed 2/19/01	DUAL-CURING COATING FORMULATION & METHOD
			2/14/02 Not paying Registration fee. Close the file.

SCHEDULE B

Existing Licenses

EXHIBIT 1

ASSIGNMENT OF PATENTS (U.S.)

WHEREAS, DYMAX CORPORATION, a Connecticut corporation, having its principal place of business 318 Industrial Lane, Torrington, Connecticut 06790 (the "Assignor"), has adopted and used and is using the patents identified on the Annex hereto, and is the owner of the patents and registrations and pending registration applications for such patents in the United States Patent and Patent Office as identified on such Annex; and

WHEREAS, TD BANKNORTH, N.A. (the "Assignee") is desirous of acquiring the patents and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the patents, together with (i) the registrations of and registration applications for the patents (and all divisions, continuations, continuations in part, reissues, substitutes and extensions thereof) and (ii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or damage or injury to the patents or the registrations thereof.

This Assignment of Patents (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Patents (U.S.) below.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 21st day of December, 2006.

DYMAX CORPORATION

By: _____
Name: A. Gregory Bachmann
Title: President
(Duly Authorized)

The foregoing assignment of the patents and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 21st day of December, 2006.

TD BANKNORTH, N.A.

By: _____
Name: Stephen F. Roche
Title: Senior Vice President

ANNEX

Patents and Patent Applications

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
	BAC 201		ADHESIVE COMPOSITION DISCLOSURE		5/1/00 Andy's Office
10,214	APC-1		EPOXY COMPOSITION FOR THREADLOCKING AND METHODS USING SAME		5/1/00 Andy's Office 1978-1979
	APC-201, 401		EPOXY COMPOSITION FOR THREADLOCKING AND METHODS USING SAME		5/1/00 Andy's Office 1978-1979
	ACE 899		ADHESIVES FROM BLOOD		5/1/00 Andy's Office
4,348,503	1-BAC	9/7/1982	ADHESIVE COMPOSITION	Andrew G. Bachmann	5/1/00 Andy's Office
4,429,088	1-DIV-1-BAC	1/31/1984	ADHESIVE COMPOSITION	Andrew G. Bachmann	5/1/00 Andy's Office
455466 & 355,461	BAC-1-DIV-1		ADHESIVE COMPOSITION		5/1/00 Andy's Office
4,432,829	I-DIV-II	2/21/1984	ADHESIVE BONDING METHOD	Andrew G. Bachmann	5/1/00 Andy's Office 1982-1993
	DMX-2		RADIATION CURED ADHESIVE SYSTEM CONTAINING AMIDES		5/1/00 Andy's Office 1988-1991
4,819,842	DMX-4	4/11/1989	RADIATION SUPPLY AND ADHESIVE DISPENSING SYSTEM	Richard A. Westervelt	
4,963,220	5-CONT	10/16/1990	ADHESIVE SYSTEM UTILIZING METAL ION CONTAINING ACTIVATOR	Andrew G. Bachmann & Robert F. Bickley	
4,964,938	3	10/23/1990	BONDING METHOD USING PHOTOCURABLE ACRYLATE ADHESIVE CONTAINING PERESTER/AUTOMERIC ACID ADHESION PROMOTER	Andrew G. Bachmann & James M. Hillman	5/1/00 Andy's Office 1987-1989
5,039,715	3-DIV	8/13/1991	PHOTOCURABLE ACRYLATE ADHESIVE CONTAINING PERESTER/AUTOMERIC	Andrew G. Bachmann & James M. Hillman	
	DMX-4-CA		RADIATION SUPPLY AND ADHESIVE DISPENSING SYSTEM		
Serial #07/346,249	5		ADHESIVE SYSTEM UTILIZING METAL ION CONTAINING ACTIVATOR ACID ADHESION PROMOTOR		5/1/00 Andy's Office 11/1987 TO 3/90
5,185,196	6	2/9/1993	METHOD FOR ASSEMBLY OF LAMINATE ARTICLE	Gary V. Grosclaude	5/1/00 Andy's Office 1991 TO 2/93
5,225,315	8	7/6/1993	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE, AND METHOD UTILIZING THE SAME	Gary V. Grosclaude & Andrew G. Bachmann	5/1/00 Andy's Office 1989 TO 4/93

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
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5387444 Patent expired 2/7/03	9	2/7/1995	ULTRASONIC METHOD FOR COATING WORKPIECES, PREFERABLY USING TWO-PART COMPOSITIONS	Andrew G. Bachmann	5/1/00 Andy's Office 1992-1994
5,387,800	10	2/7/1995	PREFOCUSED LAMP AND REFLECTOR ASSEMBLY	Kevin M. Kurtich & Herman R. Reiss	
5,388,754	8-Div	2/14/1995	METHOD UTILIZING WATER SOLUBLE MASKING FORMULATION FOR PRODUCING AN ARTICLE	Gary V. Grosclaude & Andrew G. Bachmann	
5,393,800	7	2/28/1995	TWO-COMPONENT COATING FORMULATION (Exact Coat)		5/1/00 Andy's Office 1993-1994
5,512,608	11-DIV	4/30/1996	METHOD FOR PRODUCING AN ADHERENT DEPOSIT USING A CHEMICALLY ACTIVATED, MULTI-PART, SOLVENT-FREE COMPOSITION	Andrew G. Bachmann & Stephen E. Cantor	
Serial #08/180/370	DMX-12	filed 1/12/93	AIR-CURING PHOTOINITIATED COATING COMPOSITION		5/1/00 Andy's Office
	DMX-12-CIP-BR		OXYGEN-CURABLE COATING COMPOSITION		ABANDONED 09/02/05
App# 2,259,290	DMX-12-CIP-CA	filed 07/18/97	OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)		
	DMX-12-CIP-PCT		OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)		
5,677,362	DMX-13-CONT	10/14/1997 Expires 3/20/15	ACTINIC RADIATION-CURABLE FORMULATION	Steve Cantor and Andy Bachmann	5/1/00 Andy's Office 9/96-9/97
5,672,393	DMX-13-DIV-CONT	09/30/1997 Exp. 3/20/15	COATING METHOD USING ACTINIC RADIATION CURABLE FORMULATION (Method for Ultra Light technology)	Andrew G. Bachmann & Stephen E. Cantor	
	DMX-12-CONT		OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)		
5,703,138	DMX-12-CIP-II	12/30/97 Exp. 12/30/14	OXYGEN-CURABLE COATING COMPOSITION (Darc Cure technology)	Stephen E. Cantor & Leon Levine	
5,712,321	DMX-14	01/27/1998 Exp. 02/1/16	DUAL-CURING COATING FORMULATION AND METHOD (SURE CURE)	Stephen E. Cantor & Brian Bachmann	5/1/00 Andy's Office 1/96-1/97
5,728,767	DMX-16	03/17/1998 Exp. 06/19/16	RAPID CURING, NON-CORRODING ADHESIVE COMPOSITION AND METHOD OF USE. (Magnet Bonder)	Stephen E. Cantor	5/1/00 Andy's Office 6/4/96 TO 9/9/97
6,080,450	DMX-15	6/27/2000	COMPOSITION EXHIBITING IMPROVED FLUORESCENT RESPONSE	Stephen E. Cantor	
6,080,450	DMX-15-CPA	06/27/2000 Exp. 2/10/17	COMPOSITION EXHIBITING IMPROVED FLUORESCENT RESPONSE	Stephen E. Cantor	

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
Application # 08/995,548	DMX-16-DIV		RAPID CURING, NON-CORRODING ADHESIVE COMPOSITION AND METHOD OF USE (Magnet Bonder)		
6,008,568	DMX-17	12/28/1999 Expires 03/13/2018	HEATSINKED LAMP ASSEMBLY	Ira J. Pifel & Benjamin J. Slootskin	
6,156,125 B1	DMX-18	Expires 1/11/2010 12/2001 Copyright ©	ELECTRICALLY CONDUCTIVE RESINOUS MATERIAL AND RADIATION CURABLE FORMULATION FOR PRODUCING THE SAME		
6,218,446 B1	DMX-18-CIP	4/17/2001	RADIATION CURABLE FORMULATION FOR PRODUCING ELECTRICALLY CONDUCTIVE RESINUS MATERIAL METHOD OF USE AND ARTICLE PRODUCED		
09/613,884	DMX-19	7/11/00	HIGH HEAT-RESISTANCE WATER-SOLUBLE MASKANT FORMULATION AND METHOD FOR USING SAME		
6,064,307	DMX-22	12/16/2001	LOW SHRINKAGE EPOXY RESIN COMPOSITION		
6,766,937	DMX-23	12/20/2004	HEAT STABLE EPOXY COMPOSITION		
7,001,930	DMX-24	01/14/2003 Assignment Reel 013661, Frame 0478 June, 2003	ACRYLIC RESIN FORMULATIONS CURABLE TO CLEAR, HEAT-RESISTANT BODIES		Patent issued 02/21/2006; Application # 10/341,670
Application # 11/169,532	DMX-26	filing date 06/29/2005	POLYMERIZABLE COMPOSITION EXHIBITING PERMANENT COLOR CHANGE AS CURE INDICATOR	Andrew G. Bachmann, Stephen E. Cantor, Igor V. Khudyakov	1/4/07 Projected publication date for application.
R/N 2,975,537	DMX-125		SMART LAMP		
	DMX-133	7/26/2005	Speedmask for use in Aerospace	®	expires 07/26/2015
Appl# 4.206.736	DMX-133-EU	7/25/2005	Speedmask for use in Aerospace in Europe Comm Trade Marks Bulletin No. 030/2005	® within 3 months if no opposition filed	
R/N 3,039,267	DMX-134	1/10/2006	Light Cap	®	expires 1/10/2016

Patent No.	Case No.	Issue Date	Title	Inventor	Archived Date/Location
App# 4,145,819	DMX-134-EU	7/25/2005	LIGHT CAP - European Registration of Community Trademark; EC Trade Marks Bulletin No. 030/2005	® within 3 months if no opposition filed	
R/N 1,311,690	DMX-135		WIPE-ON Appl. For Registration on Principal Register		Filing May 2006
	DMX-206		ADHESIVE SYSTEM UTILIZING IRON-CONTAINING ACTIVATOR		5/1/00 Andy's Office
	DMX-210		ADHESIVE COMPOSITIONS CONTAINING FADING DYE		5/1/00 Andy's Office
	DMX-211		COATING USING UNMIXED 2-PART		5/1/00 Andy's Office
	DMX-217		REACTIVE ACRYLATE - NO ACTIVE OXYGEN		5/1/00 Andy's Office
	DMX-221 MISC				5/1/00 Andy's Office
	DMX-222		CANNULA DESTROYING UNIT		5/1/00 Andy's Office
	DMX-411		TOYO INK ADJUSTMENT		5/1/00 Andy's Office
	DMX-604		OPPOSITION TO DYAX		5/1/00 Andy's Office
	DMX-611		GLOB TOP FORMULATIONS		5/1/00 Andy's Office
	DMX-652		EXACTOCOAT		
	751 MISC				
	DMX-801 MISC				
	ACE-802		LOCTITE (Toback)		
	DMX-807 MISC		DARCURE 1994/NATIONAL STARCH 1994/ACTIVATOR FORMULATIONS CONTAINING REACTIVE DILUENTS 1993/ETC.		
	DMX-808		MULTI-CURE		
	DMX-810/811		U.S.E. PATENT		
	DMX-813		EFOS INFRINGEMENT		
	DMX-808/813		EFOS INFRINGEMENT		
	DMX-814		VALIDITY OF DYMAX PATENTS		
	DMX-815		NATIVI et. Al. (Locifite)		
	DMX-818		NATIONAL STARCH		
5,387,800	DMX-820		PREFOCUSED LAMP & REFLECTOR		
	DMX-821		INVESTIGATION INTO TILLEY		
	DMX-821		INVESTIGATION INTO GENERAL ELECTRIC		
	DMX-824		KENNEDY et. Al.		
	DMX-901		DYMAX TRADEMARK 1996		
	DMX-901 MISC				
	DMX-902 MISC		UV-PLUS, VISICURE, TRIGGER CURE		
	DMX-902		MEDI-CURE, INSTA-CURE		
	DMX-904		GLASS FORCE BY GM		
	???		LUXTRAX		
	???		ABLESTIKK (Glob Top) 1991 - 1994		
	???		BIMAX		

PENDING UNITED STATES PATENT APPLICATIONS

Serial #	Case #	Filing Date	Title	Inventor
	10-PCT		PREFOCUSED LAMP AND REFLECTOR	
08/437,842	12-CIP	05/09/95	OXYGEN-CURABLE COATING COMPOSITION	Leon Levine & Stephen Cantor
	12-CIP-PCT		OXYGEN-CURABLE COATING COMPOSITION	Leon Levine & Stephen Cantor
	12-CONT		OXYGEN-CURABLE COATING COMPOSITION	Leon Levine & Stephen Cantor
08/406,506	13	03/20/95	ENCAPSULATION, FORMULATION, METHOD AND APPARATUS	
08/618,343	13-DIV	03/19/96	ENCAPSULATION, FORMULATION, METHOD AND APPARATUS	
60/012/716	15-PROV (See DMX-15 non-prov.)	02/23/96	COMPOSITIONS EXHIBITING IMPROVED FLUORESCENT RESPONSE	
76/598,596	DMX-133	06/21/04	SPEEDMASK	

Viabie Foreign Patents					
Patent #	Case #	Country	Expiration Date	Title	
Serial# 378,880	1-BAC-Canada	Canada		ADHESIVE COMPOSITION	
1187642	1-CA	Canada		ADHESIVE COMPOUND	
1297621	2-CA	Canada		RADIATION CURED ADHESIVE SYSTEM CONTAINING AMIDES	
1315372	4-CA-RE	Canada		RADIATION SUPPLY & ADHESIVE DISPENSING	
2108882	4-JP	Japan	09/02/08	RADIATION SUPPLY & ADHESIVE DISPENSING SYSTEM	
2116331	8-CA	Canada	09/15/12	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE AND METHOD UTILIZING THE SAME	5/1/00 Andy's Office 7/9 - 7/97
605567	8-EP	Europe (6/22/99 patent is subject to being brought into force by 10 countries)	09/15/12	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE & METHOD UTILIZING THE SAME	
2556440	8-JP	Japan	09/15/12	WATER SOLUBLE FORMULATION FOR MASKING AND THE LIKE & METHOD UTILIZING THE SAME	
97-706514	DMX-13-KO	Filed 9/19/97		ENCAPSULATION FORMULATION, METHOD & APPARATUS	
2215597		Canada	05/02/00	ENCAPSULATION FORMULATION, METHOD & APPARATUS	
815146	DMX-13-EP	Publicized 6/20/01 (Not be entered in states.)	02/07/16	ENCAPSULATION FORMULATION, METHOD & APPARATUS	
2245540		Canada	01/23/17	DUAL-CURING COATING FORMULATION & METHOD	
3279575	DMX-15-JP	Japan	02/19/17	COMPOSITION EXHIBITING IMPROVED FLUORESCENT RESPONSE	

PENDING FOREIGN PATENT APPLICATIONS

Patent #	Case #	Country	Title
63-285954	5-JP	Japan	ADHESIVE SYSTEM UTILIZING METAL ION-CONTAINING ACTIVATOR
93906072.9	7-EP	Europe	TWO-COMPONENT COATING FORMULATION
2116331	8-CA	Canada	WATER SOLUBLE FORMULATION FOR MASKING & THE LIKE, & METHOD OF UTILIZING THE SAME
92920447.7	8-EP	Europe	WATER SOLUBLE FORMULATION FOR MASKING & THE LIKE, & METHOD UTILIZING THE SAME
93906234.5	9-EP	Europe	COATING SYSTEM & METHOD
94911457.3	11-EP	Europe	ACTIVATOR FORMULATION AND COMPOSITION UTILIZING SAME
2,157,154	11-CA	Canada 1/2/01 Expires 3/3/14	ACTIVATOR FORMULATION AND COMPOSITION UTILIZING SAME
PCT/US94	12-CONT	International Dropped 2/96	OXYGEN CURABLE COATING
App# Hei 10-507117	DMX-12-CIP-JP	Rejected CIP to Patent #5,703,138	OXYGEN CURABLE COATING COMPOSITION (Dark Cure technology)
5,7603,138	12-CIP-II	US will issue on 12/30/97	OXYGEN CURABLE COATING COMPOSITION
14514	PCT		COMPOSITION
Hei 8-528399	DMX-13-JP	Japan	ENCAPSULATION FORMULATION METHOD & APPARATUS
PCT/US96 01678	13-PCT	International	ENCAPSULATION FORMULATION METHOD & APPARATUS
09-527727	14-JP	Japan (Filed 1/23/97) Request for Examination filed 2/19/01	DUAL-CURING COATING FORMULATION & METHOD
			2/14/02 Not paying Registration fee. Close the file.

PATENT