

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Adaptive Instruments, Corp.	04/05/2007
RECEIVING PARTY DATA	
Name:	Flagship Bank and Trust Company
Street Address:	120 Front Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01608
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6694439
Patent Number:	6949924
Application Number:	10856349
Application Number:	10856350
Application Number:	10449455
Patent Number:	6227703
CORRESPONDENCE DATA	
Fax Number:	(508)898-1502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	kvchelini@modl.com
Correspondent Name:	Kathryn Vesco Chelini, Esq.
Address Line 1:	1700 West Park Drive
Address Line 2:	Mirick O'Connell DeMallie & Lougee, LLP
Address Line 4:	Westborough, MASSACHUSETTS 01581
ATTORNEY DOCKET NUMBER:	19034-00007

OP \$240.00 6694439

NAME OF SUBMITTER:

Kathryn Vesco Chelini

Total Attachments: 5

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COLLATERAL ASSIGNMENT OF PATENTS AND SECURITY AGREEMENT

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AND SECURITY AGREEMENT, dated effective March 31, 2007, made by **ADAPTIVE INSTRUMENTS CORP.**, a Massachusetts corporation with its principal place of business at 577 Main Street, Hudson, Massachusetts 01749, and successor by merger to Adaptive Instruments LLC (hereinafter sometimes referred to as the "*Borrower*" to **FLAGSHIP BANK AND TRUST COMPANY**, a Massachusetts trust company having offices at 120 Front Street, Worcester, Massachusetts 01608, and its successors and assigns (the "*Lender*").

WITNESSETH:

WHEREAS, Borrower owns the patents and patent applications listed on Schedule 1 annexed hereto

WHEREAS, Borrower has granted to Lender a security interest in all of its general intangibles under a Security Agreement dated as of April 4, 2005 (the "*Security Agreement*") to secure the payment of all amounts owing under the provisions of an Amended and Restated Loan Agreement and Promissory Note both dated April 4, 2005 between Borrower and Lender (collectively the "*Agreement*");

WHEREAS, to further secure the payment of all amounts owing under the terms of the Agreement, Borrower has agreed to specifically grant to Lender a collateral assignment of and security interest in all rights, title and interest of Borrower in, to and under all Borrower's patents and patent applications together with any renewals thereof, whether presently existing or hereafter arising or acquired and the applications therefore and the registrations thereof, and all products and proceeds of its rights, title and interest in and to such patents and patent applications including, without limitation, any and all causes of action which may exist by reason of past, present or future infringement, misappropriation or misuse thereof.

NOW, THEREFORE, subject to the terms and conditions set forth herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to more fully perfect and confirm unto Lender the collateral assignment of and security interest in the Patent Collateral referred to below, Borrower does hereby confirm its grant to Lender of a security interest in all Borrower's rights, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Patent Collateral*"), whether presently existing or hereafter arising or acquired:

- (i) each patent, patent license and patent application owned by Borrower, including, without limitation, each patent and patent application of Borrower referred to in Schedule 1 hereto, and any patent granted thereon, together with any divisional, provisional, continuation, reissue or other related application, and any renewals thereof in the United States and the territories in which the related applications were filed and the related patents and patent applications were granted, and
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by or accruing to Borrower against third parties for past, present or future infringement, dilution,

misuse or misappropriation of any patent, patent registration, trademark or trademark registration owned by Borrower, including, without limitation, any patent, patent registration, trademark or trademark registration referred to in Schedule 1 hereto, as the case may be.

Borrower does hereby acknowledge and affirm that the rights and remedies of Borrower with respect to the security interest in the patents, patent registrations and patent applications made and granted hereby are as provided in the Agreement and the Security Agreement, all such rights and remedies being incorporated herein by reference.

During the term of this Collateral Assignment of Patents and Security Agreement, Borrower shall continue the normal maintenance of the subject patents and patent applications by filing all appropriate new applications and /or renewal applications as needed and by prosecuting any applications thereof. If Borrower fails to do any of the same, Lender shall have the right (but not the obligation) to cause the same to be performed, all at the sole cost and expense of the Borrower.

The parties hereto hereby acknowledge and agree that this Collateral Assignment of Patents and Security Agreement is for collateral security only, and that Lender shall take title to and control of the intellectual property assets set forth herein only if and when Lender becomes entitled to exercise its rights and remedies under the security interests granted to Lender pursuant to the terms and conditions of the Agreement and Security Agreement between Borrower and Lender and that prior to the time that Lender becomes entitled to exercise such rights and remedies the control and ownership of the intellectual property assets set forth herein shall at all times remain with Borrower.

This Collateral Assignment of Patents and Security Agreement shall terminate at such time as all of the obligations governed by the Agreement have been fully and finally paid and performed and, upon such final termination and upon request from the Borrower, Lender shall promptly execute and deliver, at Borrower's sole cost and expense, to Borrower such documents and instruments as are reasonably necessary to evidence such termination and usable to record the termination and release of the security interests granted herein.

Borrower hereby waives any and all legal requirements that Lender institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Agreement or any of the documents executed in connection therewith as a condition precedent to exercising its rights and remedies hereunder.

This Assignment shall be binding upon Borrower, and its successors and assigns and shall inure to the benefit of Lender, and its successors and assigns

This Assignment may only be modified, altered, amended or terminated by an agreement in writing executed by the parties hereto.

If any term, covenant or condition or, if separable, any part thereof of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision or part thereof.

This Assignment shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to its principles of conflicts or choice of law.

IN WITNESS WHEREOF, Borrower has caused this Collateral Assignment of Patents and Security Agreement to be duly executed effective the date first above written.

ADAPTIVE INSTRUMENTS, CORP.

By: Paul C Neilson
Name: Paul C Neilson
Its: PCN

AGREED TO AND ACCEPTED:
FLAGSHIP BANK AND TRUST COMPANY

By: [Signature]

[ACKNOWLEDGEMENT ON NEXT PAGE]

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

On April 5th, 2007, before me, the undersigned notary public, personally appeared Paul C Nelson (the "Principal") and acknowledged to me that the Principal signed the preceding or attached document voluntarily for its stated purpose. The Principal proved to me through satisfactory evidence of identification that the Principal is the person whose name is signed on the preceding or attached document. The satisfactory evidence of identification provided to me was:

A current document issued by a federal or state government agency bearing the photographic image of the Principal's face and signature; or

On the oath or affirmation of a credible witness unaffected by the document or transaction who is personally known to the notary public and who personally knows the Principal; or

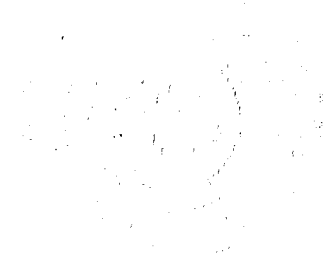
Identification of the Principal based on the notary public's personal knowledge of the identity of the Principal; or

The following evidence of identification: _____

Matthew Woodrow Woolsey
Notary Public

Printed Name: Matthew Woodrow Woolsey

My Commission Expires: 2/8/2013



SCHEDULE 1

1. **United States Patent No. 6,694,439**, entitled **Apparatus for Providing Communications Data Over a Power Bus Having a Total Current that is the Absolute Value of the Most Negative Current Excursion During Communication**, issued on February 17, 2004
2. **United States Patent No. 6,949,924**, entitled **Electromechanical Rotation Sensing Device**, issued on September 27, 2005 **United States Patent No. 6,227,703**, entitled **Variable Length Sensor Probe System**, issued on May 8, 2001
3. **United States Application No. 20050018643**, entitled **Industrial Wireless Network**, published on January 27, 2005.
4. **United States Application No. 20050036478**, entitled **Industrial Wireless Network With Message Authentication**, published on February 17, 2005
5. **United States Application No. 20040242249**, entitled **Non-Interfering Multipath Communications Systems**, published on December 2, 2004