

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Kronos Technology Systems Limited Partnership	06/28/2007

RECEIVING PARTY DATA

Name:	Credit Suisse, as Second Lien Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010

PROPERTY NUMBERS Total: 7

Property Type	Number
Patent Number:	5471043
Patent Number:	5326963
Patent Number:	5408173
Patent Number:	6823315
Application Number:	09524310
Patent Number:	4818969
Application Number:	11698160

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 8002210770

Email: matthew.mayer@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

PATENT

500316577

REEL: 019562 FRAME: 0576

CH \$280.00 5471043

ATTORNEY DOCKET NUMBER:	CSC # 976493
NAME OF SUBMITTER:	Matthew Mayer
Total Attachments: 6 source=kronos_CredSuisse_2nd_pat7#page2.tif source=kronos_CredSuisse_2nd_pat7#page3.tif source=kronos_CredSuisse_2nd_pat7#page4.tif source=kronos_CredSuisse_2nd_pat7#page5.tif source=kronos_CredSuisse_2nd_pat7#page6.tif source=kronos_CredSuisse_2nd_pat7#page7.tif	

SECOND LIEN PATENT SECURITY AGREEMENT

SECOND LIEN PATENT SECURITY AGREEMENT (the “**Agreement**”), dated as of June 28, 2007, among the Person listed on the signature page hereof (the “**Grantor**”), and CREDIT SUISSE, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**Collateral Agent**”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of June 11, 2007 (the “**Second Lien Security Agreement**”), among SEAHAWK ACQUISITION CORPORATION, a Delaware corporation (“**Holdings**”), SEAHAWK MERGER SUB CORPORATION, a Massachusetts corporation (which on the Closing Date merged with and into KRONOS INCORPORATED, a Massachusetts corporation, with KRONOS INCORPORATED surviving such merger as the borrower, the “**Borrower**”), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the Second Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4(d)(iv) of the Second Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Agreement for recording the Security Interest granted under the Second Lien Security Agreement to the Collateral Agent in such Grantor’s United States Patents with the United States Patent and Trademark Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such United States Patents.

Accordingly, the Collateral Agent and the Grantor agree as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest (subject to any Permitted Liens) in all of such Grantor’s right, title and interest in and to the United States Patents including the patents and patent applications set forth in Schedule A hereto (the “**Collateral**”).

Section 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable

or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

Section 3. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable governmental officer located in the United States record this Agreement.

Section 4. *Grants, Rights and Remedies.* This Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

Section 5. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (e.g., a “pdf” or “tif”), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

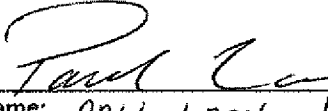
Section 7. *Severability.* Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

Section 8. *Notices.* All notices, requests and demands pursuant hereto shall be made in accordance with Section 9.02 of the Second Lien Credit Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 9.02 of the Second Lien Credit Agreement.

Section 9. *Expenses.* Subject to Section 9.05 of the Second Lien Credit Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have
duly executed this Agreement as of the day and year first above written.

KRONOS TECHNOLOGY SYSTEMS LIMITED
PARTNERSHIP

By: 
Name: PAUL LACY
Title: General Partner

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: _____
Title: _____

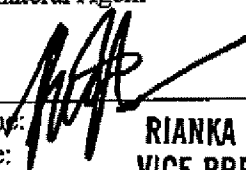
By: _____
Name: _____
Title: _____

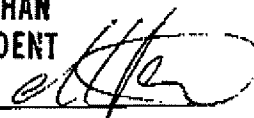
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have
duly executed this Agreement as of the day and year first above written.

KRONOS TECHNOLOGY SYSTEMS LIMITED
PARTNERSHIP

By: _____
Name:
Title:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By:  _____
Name: RIANKA MOHAN
Title: VICE PRESIDENT

By:  _____
Name: MIKHAIL FAYBUSOVICH
Title: ASSOCIATE

**SCHEDULE A TO THE
AGREEMENT**

*Kronos Technology Systems Limited Partnership: United States Patents
and Patent Applications*

TITLE	SERIAL OR PATENT NO
ELECTRO-OPTICAL BAR CODE READER	5,471,043
ELECTRO-OPTICAL BAR CODE READER	5,326,963
MANUAL-ADJUSTMENT-FREE CONTROLLED- VOLTAGE AND CURRENT-LIMITED D.C. VOLTAGE SUPPLY	5,408,173
DYNAMIC WORKFORCE SCHEDULER	6,823,315
METHOD AND SYSTEM FOR TRACKING TIME AND ATTENDANCE	09/524,310
METHOD OF FIXED-LENGTH BINARY ENCODING AND DECODING AND APPARATUS FOR SAME	4,818,969
BCENCRYPTON (BCH) - A PUBLIC-KEY BASED METHOD TO ENCRYPT A DATA STREAM	11/698,160