

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
Atlas Material Testing Technology L.L.C.	10/19/2007

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 26

Property Type	Number
Patent Number:	4807247
Patent Number:	4843893
Patent Number:	4957011
Patent Number:	5036242
Patent Number:	5226318
Patent Number:	5503032
Patent Number:	5646358
Patent Number:	5831725
Patent Number:	5854433
Patent Number:	6533452
Patent Number:	6659638
Patent Number:	6720562
Patent Number:	6872936
Patent Number:	6946652
Patent Number:	6990868

PATENT

500383090

REEL: 020010 FRAME: 0108

CH \$1040.00 4807247

Patent Number:	7038196
Patent Number:	7174781
Application Number:	10726425
Application Number:	11082594
Application Number:	11083832
Application Number:	11095234
Application Number:	11129777
Application Number:	11161633
Application Number:	11422951
Application Number:	11425450
Application Number:	11425933

CORRESPONDENCE DATA

Fax Number: (312)577-8756
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8348
 Email: cheryle.stone@kattenlaw.com
 Correspondent Name: Cheryle Stone c/o Katten Muchin
 Address Line 1: 525 West Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00273
NAME OF SUBMITTER:	Cheryle A. Stone

Total Attachments: 7
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 19, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "US Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 19, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the European Borrowers (as defined therein), US Borrower (as defined therein, and, together with the European Borrowers, collectively, the "Borrowers"), the other Credit Parties party thereto, the Lenders, the L/C Issuers from time to time party thereto and GE Capital, as US Lender, European Lender, the US L/C Issuer, the Swingline Lender and as US Agent and the European Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the US Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the US Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the US Agent for the benefit of the Secured Parties, and grants to the US Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the US Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the US Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

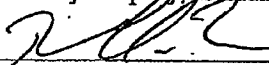
Section 7. Procedure. To the extent the terms of this Patent Security Agreement conflict with the terms of the Guaranty and Security Agreement should control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ATLAS MATERIAL TESTING
TECHNOLOGY L.L.C., a Delaware
limited liability company, as Grantor

By: 
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as US Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE PATENT SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Illinois)

County of Cook)

ss.

On this ____ day of _____, 2007 before me personally appeared Russell W. Lane, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Atlas Material Testing Technology L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Members and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Tracy L. Hines
Notary Public

"OFFICIAL SEAL"
TRACY L. HINES
Notary Public, State of Illinois
My Commission Expires 12/02/08

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

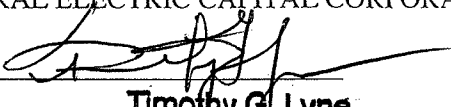
Very truly yours,

**ATLAS MATERIAL TESTING
TECHNOLOGY L.L.C.**, a Delaware
limited liability company, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION, as US Agent

By: 
Name: Timothy G. Lyne
Title: Senior Managing Director

[SIGNATURE PAGE PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

U.S. Issued Patents

PATENT NO.	ISSUE DATE	NEXT ANNUITY	TITLE
4,807,247	2/21/1989	All Fees Paid	Temperature-Controlled Accelerated Weathering Device
4,843,893	7/4/1989	All Fees Paid	Weathering Testing System
4,957,011	9/18/1990	All Fees Paid	Weathering Testing System
5,036,242	7/30/1991	All Fees Paid	Lamp Cooling System
5,226,318	7/13/1993	All Fees Paid	Weathering Tester
5,503,032	4/2/1996	10/02/2007	High Accuracy Weathering Test Machine
5,646,358	7/8/1997	01/08/2009	High Accuracy Weathering Test Machine
5,831,725	11/3/1998	05/03/2010	Two-Mode Surface Defect Testing System
5,854,433	12/29/1998	06/29/2010	Variable Rotation and Irradiation Weathering Testing Machine
6,533,452	3/18/2003	09/18/2010	Accelerated Weathering Test Apparatus with Soaking Cycle
6,659,638	12/9/2003	06/09/2011	Dynamic Temperature Controlled Accelerated Weathering Test Apparatus
6,720,562	4/13/2004	10/13/2007	Accelerated Weathering Apparatus
6,872,936	3/29/2005	09/29/2008	Accelerated Weathering Apparatus
6,946,652	9/20/2005	03/20/2009	Accelerated Weathering Apparatus
6,990,868	1/31/2006	07/31/2009	Accelerated Weathering Apparatus Having Sealed Weathering Chamber
7,038,196	5/2/2006	11/02/2009	Accelerated Weathering Test Apparatus With Full Spectrum Calibration, Monitoring and Control
7,174,781	2/13/2007	8/13/2010	Temperature Reduction Fixture For Accelerated Weathering Test Apparatus

U.S. Pending Patent Applications

SERIAL NO.	FILING DATE	INVENTOR	TITLE
10/726,425	12/03/2003	Hardcastle	Method and Apparatus for Characterizing Weathering Reciprocity of a Material
11/082,594	3/17/2005	Waas, Schultz, Rokhlenko	Elevated Black Panel For Accelerated Weathering Test Device
11/083,832	3/18/2005	Hardcastle	Variably Controlled Improved Accelerated Weathering Test Apparatus
11/095,234	3/31/2005	Hardcastle	Specimen Heater and Control System for Accelerated Weathering Test Apparatus
11/129,777	5/16/2005	Scott, Waas, Zhang, Penrose, Buttner	Non-Contact Temperature Sensor for a Weathering Test Device
11/161,633	8/10/2005	Maciver, Farley	Portable Weathering Test Apparatus
11/422,951	6/8/2006	Hardcastle	Full Spectrum Monitoring for Outdoor Accelerated Weathering Device
11/425,450	6/21/2006	Pilcher, Scott Schultz	Accelerated Weathering Device With Optical Slip Ring
11/425,933	6/22/2006	Hardcastle, Farley, Maciver	Assembly and Method for Accelerated Weathering with an Automated Programmable Cycle