

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
Bacharach Acquisition Corp.	09/11/2007

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC
Street Address:	30 South Wacker Drive
Internal Address:	Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 28

Property Type	Number
Patent Number:	5018395
Patent Number:	5305231
Patent Number:	5428222
Patent Number:	5523837
Patent Number:	5519219
Patent Number:	5563335
Patent Number:	5656813
Patent Number:	5584557
Patent Number:	5826577
Patent Number:	5897305
Patent Number:	RE36489
Patent Number:	6100529
Patent Number:	6006591
Patent Number:	6120166

PATENT

500392020

REEL: 020072 FRAME: 0046

OP \$1120.00 5018395

Patent Number:	6042634
Patent Number:	6019821
Patent Number:	5932176
Patent Number:	RE37403
Patent Number:	6223590
Patent Number:	6489787
Patent Number:	6670613
Patent Number:	6590690
Patent Number:	6737650
Patent Number:	6362741
Patent Number:	D447071
Patent Number:	5645104
Patent Number:	3343728
Patent Number:	2276351

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	4975.137
NAME OF SUBMITTER:	Rena Kollias

Total Attachments: 6  
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## PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of September 11, 2007, by BACHARACH ACQUISITION CORP., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;


(b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

**BACHARACH ACQUISITION CORP.**, a Delaware corporation

By:   
Name: Daniel A. Strafalace  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

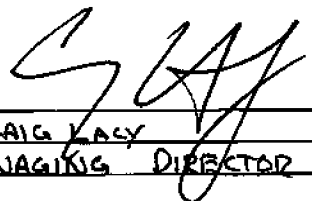
IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BACHARACH ACQUISITION CORP.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:  \_\_\_\_\_  
Name: CRAIG LACY  
Title: MANAGING DIRECTOR

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**

**ISSUED PATENTS**

<b>Grantor</b>	<b>Title</b>	<b>Patent Number</b>	<b>Date</b>
Bacharach Acquisition Corp.	Gas Sampling Device with Improved Mixed Flow Fan	5,018,395	5/28/1991
Bacharach Acquisition Corp.	Multiple K Factor, Selectable Gas Detector	5,305,231	4/19/1994
Bacharach Acquisition Corp.	Spectral Analyzer with New High Efficiency Collection Optics and Method of Using Same	5,428,222	6/27/1995
Bacharach Acquisition Corp.	Beam Stealer Laser Power Meter	5,523,837	6/4/1996
Bacharach Acquisition Corp.	Portable Filter Infrared Spectrometer	5,519,219	5/21/1996
Bacharach Acquisition Corp.	High Flow Rate Sampler for Measuring Emissions at Process Components	5,563,335	10/8/1996
Bacharach Acquisition Corp.	Apparatus for Imaging Gas	5,656,813	8/12/1997
Bacharach Acquisition Corp.	High Efficiency Compact Illumination System	5,584,557	12/17/1996
Bacharach Acquisition Corp.	Breath Gas Analysis Module	5,826,577	10/27/1998
Bacharach Acquisition Corp.	Valve Assembly for Compressors	5,897,305	4/24/1999
Bacharach Acquisition Corp.	Light Source Apparatus for Spectral Analyzer with New High Efficiency Collection Optics and Method of Using Same	Re36,489	1/11/2000
Bacharach Acquisition Corp.	Automatic Portable Automotive Refrigerant Analyzer	6,100,529	8/8/2000
Bacharach Acquisition Corp.	Votalization Device for Liquids	6,006,591	12/28/1999

Bacharach Acquisition Corp.	Spectral Analyzer Source	6,120,166	9/19/2000
Bacharach Acquisition Corp.	Moisture Extractor System for Gas Sampling	6,042,634	3/28/2000
Bacharach Acquisition Corp.	Method and Apparatus for Removing Condensate from Combustion Analyzer Sample	6,019,821	2/1/2000
Bacharach Acquisition Corp.	Halogen Gas Detector	5,932,176	8/3/1999
Bacharach Acquisition Corp.	High Flow Rate Sampler for Measuring Emissions at Process Components	Re37,403	10/9/2001
Bacharach Acquisition Corp.	Votalization Device for Liquids	6,223,590	5/1/2001
Bacharach Acquisition Corp.	Gas Detection Circuit	6,489,787	12/3/2002
Bacharach Acquisition Corp.	System and Method of Spectral Analysis	6,670,613	12/30/2003
Bacharach Acquisition Corp.	Electronically Modulating an Optical Light Source	6,590,690	7/8/2003
Bacharach Acquisition Corp.	Infrared Emitter, Its Manufacture, and Process for Using	6,737,650	5/18/2004
Bacharach Acquisition Corp.	Leak Detector	6,362,741	3/26/2002
Bacharach Acquisition Corp.	Leak Detector	D447,071	8/28/2001
Bacharach Acquisition Corp.	Line Evacuation Device	5,645,104	7/8/1997
Bacharach Acquisition Corp.	Halogen Gas Detector	JP 3343728	8/30/2002

#### PATENT APPLICATIONS

Grantor	Title	Application Number	Date
Bacharach Acquisition Corp.	Halogen Gas Detector	CA 2,276,351	6/25/1999

#### PATENT LICENSES

Grantor	Name of Agreement	Parties	Date of Agreement
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Bacharach Acquisition Corp.	License Agreement	University of Wyoming Research Corporation and Bacharach, Inc.	11/9/2005
Bacharach Acquisition Corp.	Joint Research Agreement	University of Wyoming Research Corporation and Bacharach, Inc.	7/17/2005
Bacharach Acquisition Corp.	License Agreement, as amended by that First Amendment to License Agreement	Engelhard Corporation (previously Gaztech International Corporation) and Bacharach, Inc.	6/10/1993 and First Amendment dated 3/14/1997
Bacharach Acquisition Corp.	License Agreement	Scott/Bacharach Instruments, LLC and Bacharach, Inc.	9/1/1999
Bacharach Acquisition Corp.	License Agreement	Scott/Bacharach Instruments, LLC, Bacharach, Inc. and Exidyne Instrumentation Technologies LLC	9/1/1999