

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
Reveal Imaging Technologies, Inc.	02/13/2008

RECEIVING PARTY DATA

Name:	BBH Capital Partners III, L.P.
Street Address:	140 Broadway, 16th FL
City:	New York
State/Country:	NEW YORK
Postal Code:	10005

PROPERTY NUMBERS Total: 15

Property Type	Number
Patent Number:	7116751
Patent Number:	7046761
Patent Number:	7039154
Patent Number:	7123681
Patent Number:	7016459
Patent Number:	7164747
Patent Number:	7224765
Application Number:	11056476
Application Number:	10588138
Application Number:	11609661
Patent Number:	7333589
Application Number:	11540775
Application Number:	11503452
Application Number:	11582847
Application Number:	60979295

PATENT

500466596

REEL: 020518 FRAME: 0751

CH \$600.00 7116751

CORRESPONDENCE DATA

Fax Number: (312)577-8816
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.577.8034
Email: oscar.ruiz@kattenlaw.com
Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

206410-5

NAME OF SUBMITTER:

Oscar Ruiz

Total Attachments: 13

source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page1.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page2.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page3.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page4.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page5.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page6.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page7.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page8.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page9.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page10.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page11.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page12.tif
source=IP SECURITY AGREEMENT & COLLATERAL ASSIGNMENT#page13.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL
ASSIGNMENT**

INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT (this "**Agreement**"), dated as of February 13, 2008 (the "**Effective Date**"), made by **REVEAL IMAGING TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**"), in favor of **BBH CAPITAL PARTNERS III, L.P.**, a Delaware limited partnership (the "**BBH Fund**", together with its successors and assigns, the "**Secured Party**"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in Section 1(a) below.

W I T N E S S E T H:

WHEREAS, Grantor and Secured Party are parties to a certain Securities Purchase Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Purchase Agreement**"), in which Grantor, among other things, has agreed to issue and sell to the Secured Party a Senior Secured Promissory Note (as defined therein) and the Warrants (as defined therein);

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of the date hereof by and among Grantor, certain of Grantor's affiliates and Secured Party (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Guaranty**"), Grantor has granted a security interest to the Secured Party in, among other things, all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Grantor under the Purchase Agreement; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on Schedule 1 hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Purchase Agreement, Grantor hereby agrees with the Secured Party as follows:

1. Defined Terms.

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guaranty.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith (including all copyrights for computer programs), including all registrations, recordings and applications in the United States Copyright Office or in any similar

office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (ii) all reissues, extensions or renewals thereof.

“Copyright Licenses” shall mean any and all rights now owned or hereafter acquired by Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information; (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“New Intellectual Property” shall mean any Intellectual Property in which the Grantor obtains ownership of or the rights to after the Effective Date.

“Patents” shall mean all of the following in which Grantor now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right with respect to any invention on which a Patent is in existence.

“Purchase Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Trademarks” shall mean all of the following now owned or hereafter adopted or acquired by Grantor: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications (other than intent-to-use applications) in connection therewith, including registrations, recordings and applications (other than intent-to-use applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

“Trademark Licenses” shall mean rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Obligations, Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Guaranty, does hereby grant, assign and convey) to Secured Party, a security interest in Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by Grantor, and including, without limitation, Grantor’s right, title and interest in and to each Intellectual Property and proprietary rights identified on Schedule 1 attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of Grantor’s business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the **“IP Collateral”**). The foregoing notwithstanding, and with respect to the grant of Liens and security interests hereunder only, the term “IP Collateral” shall not include the following: (i) any license entered into by the Grantor (A) that prohibits or requires the consent of any Person (other than Grantor or any Affiliate) which has not been obtained as a condition to the creation by Grantor of a Lien on any right, title or interest in such license or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibitions in (A) and (B), to the extent, and for as long as, (x) such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Uniform Commercial Code or any other Requirement of Law and (ii) any “intent to use” Trademark applications for which a statement of use has not been filed (but only until such statement is

filed); provided, however, "IP Collateral" shall include any and all proceeds, products, substitutions or replacements of the foregoing.

3. **Protection of Intellectual Property by Grantor.** Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property:

(a) If applicable, Grantor shall pay all renewal fees and other fees and costs associated with maintaining New Intellectual Property and with the processing of New Intellectual Property and take all other reasonable and necessary and prudent steps to maintain each registration of New Intellectual Property, provided that the Grantor shall be permitted to abandon or otherwise cease to maintain particular New Intellectual Property in the ordinary course of business, that is determined by Grantor not to merit continuing maintenance.

(b) Take all actions reasonably necessary and prudent to prevent any of the Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, provided that Grantor shall be permitted to forfeit, abandon or otherwise cease to maintain or prosecute particular Intellectual Property in the ordinary course of business that is determined by Grantor not to merit continuing maintenance or enforcement, as applicable.

(c) If applicable, pursue the prompt, diligent processing of each application for registration for New Intellectual Property which is the subject of the security interest created herein and not abandon or delay any such efforts, unless in the ordinary course of business, Grantor determines that such continuing processing is not merited..

(d) Take any and all action which the Grantor reasonably deems appropriate under the circumstances to protect the Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Grantor represents and warrants that Schedule I is a true, correct and complete list of all Intellectual Property owned by Grantor as of the date hereof.

5. **No Violation of Guaranty.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Guaranty, and shall not be deemed to modify any such representation, warranty or covenant contained in the Guaranty.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any New Intellectual Property, all of which shall be deemed to be and treated as "Intellectual Property" within the meaning of this Agreement.

(b) Upon the reasonable request of the Secured Party, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Secured Party may request to evidence the Secured Party's security interest in any Intellectual Property and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any

similar office), and Grantor hereby constitutes the Secured Party as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, the Secured Party's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantor's Rights To Enforce Intellectual Property.** Prior to the Secured Party's giving of notice to Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Any money damages awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(b) Any damages recovered in any action pursuant to this Section, net of costs and attorneys' fees reasonably incurred, shall be applied to the Obligations as provided in Section 6.5 of the Guaranty, as applicable.

(c) Following the occurrence of any Event of Default, that remains continuing, the Secured Party, by ten (10) days written notice to Grantor may terminate, or limit Grantor's rights under this Section 7.

8. **Secured Party's Actions To Protect Intellectual Property.** In the event of:

(a) Grantor's failure, within ten (10) days of written notice from the Secured Party, to cure any failure by Grantor to observe or perform any of Grantor's covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

the Secured Party, acting in its own name or in that of Grantor, may (but shall not be required to) act in Grantor's place and stead and/or in the Secured Party's own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, the Secured Party may exercise all rights and remedies as provided for in the Guaranty and Purchase Agreement.

10. **Secured Party as Attorney In Fact.**

(a) Grantor hereby irrevocably constitutes and designates the Secured Party as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as the Secured Party determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with paragraph 13 hereof.

(c) The Secured Party shall not be obligated to do any of the acts or to exercise any of the powers authorized by this Section 10, but if the Secured Party elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Secured Party has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Secured Party's Rights.** Any use by the Secured Party of the Intellectual Property, as authorized hereunder in connection with the exercise of the Secured Party's rights and remedies under this Agreement and under the Guaranty shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Guaranty.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to the Secured Party with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Guaranty. The Guaranty (and all rights and remedies of Grantor, Grantor's affiliates thereunder and the Secured Party) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Guaranty, the terms of this Agreement shall control with respect to the IP Collateral and the Guaranty with respect to all other Collateral.

13. **Termination; Release of IP Collateral.** This Agreement and all obligations of Grantor and the Secured Party hereunder shall terminate on the date upon which the Obligations are performed in full and paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted). Upon termination of this Agreement, the Secured Party shall, at the expense of Grantor, take such actions required by the Guaranty to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and their respective successors and assigns.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

[Remainder Of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Guaranty to be executed by its duly authorized representatives as of the date first above written.

REVEAL IMAGING TECHNOLOGIES, INC.,
a Delaware corporation

By: 

Name: _____

Title: _____

AGREED AND ACCEPTED

BBH CAPITAL PARTNERS III, L.P.

By: BBH Private Capital Management, LLC,
its general partner

By: _____

Name: Jeffrey B. Meskin

Title: Managing Director of the Managing Member

Intellectual Property Agreement

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Guaranty to be executed by its duly authorized representatives as of the date first above written.

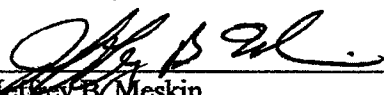
REVEAL IMAGING TECHNOLOGIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED

BBH CAPITAL PARTNERS III, L.P.

By: BBH Private Capital Management, LLC,
its general partner

By: 
Name: Jeffrey B. Meskin
Title: Managing Director of the Managing Member

Intellectual Property Agreement

Schedule I

INTELLECTUAL PROPERTY FOR REVEAL IMAGING TECHNOLOGIES, INC.

ISSUED PATENTS

Status	App. Number	Filing Date	Country Name	Pat. Number	Issue Date	Invention Title
Issued	10/817,129	02-April-2004	United States of America	7,116,751	03-Oct-2006	System and Method for Resolving Threats in Automated Explosives Detection in Baggage and other Parcels
Issued	10/763,695	23-Jan-2004	United States of America	7,046,761	16-May-2006	System and Method for CT Scanning of Baggage
Issued	11/196,927	04-Aug-2005	United States of America	7,039,154	2-May-2006	Folded Array CT Baggage Scanner
Issued	11/184,491	19-Jul-2005	United States of America	7,123,681	17-Oct-2006	Folded Array CT Baggage Scanner
Issued	10/972,211	21-Oct-2004	United States of America	7,016,459	21-Mar-2006	Folded Array CT Baggage Scanner
Issued	10/677,976	02-Oct-2003	United States of America	7,164,747	16-Jan-2007	Folded Array CT Baggage Scanner
Issued	10/971,453	October 21, 2004	United States of America	7,224,765	May 29, 2007	Computed Tomography System
Pending	2003282723	02-Oct-2003	Australia	-	-	Folded Array CT Baggage Scanner
Pending	2,500,642	02-Oct-2003	Canada	-	-	Folded Array CT Baggage Scanner
Published	200380102646	02-Oct-2003	China	-	-	Folded Array CT Baggage Scanner
Published	03774607.0	02-Oct-2003	European Patent Convention	-	-	Folded Array CT Baggage Scanner
Pending	167698	02-Oct-2003	Israel	-	-	Folded Array CT Baggage Scanner
Pending	664/KOLNP/05	02-Oct-2003	India	-	-	Folded Array CT Baggage Scanner
Published	2004-541702	02-Oct-2003	Japan	-	-	Folded Array CT Baggage Scanner
Pending	7005810	02-Oct-2003	Republic of Korea	-	-	Folded Array CT Baggage Scanner
Pending	200502091-2	02-Oct-2003	Singapore	-	-	Folded Array CT Baggage Scanner
Published	04704958.0	23-Jan-2004	European Patent Convention	-	-	System and Method for CT Scanning of Baggage
Published	2006-501120	23-Jan-2004	Japan	-	-	System and Method for CT Scanning of Baggage
Pending	2004227873	02-Apr-2004	Australia	-	-	System and Method for Detection of Explosives in Baggage

PATENT

REEL: 020518 FRAME: 0763

INTELLECTUAL PROPERTY FOR REVEAL IMAGING TECHNOLOGIES, INC.

Status	App. Number	Filing Date	Country Name	Pat. Number	Issue Date	Invention Title
Pending	2521138	02-Apr-2004	Canada	-	-	System and Method for Detection of Explosives in Baggage
Published	04749681.5	02-Apr-2004	Europe	-	-	System and Method for Detection of Explosives in Baggage
Published	2006-509642	02-Apr-2004	Japan	-	-	System and Method for Detection of Explosives in Baggage
Pending	US2004/010240	02-Apr-2004	Patent Cooperation Treaty			System and Method for Detection of Explosives in Baggage
Published	11/056,476	11-Feb-2005	United States of America	-	-	Contraband Detection Systems and Methods
Pending	10/588,138	12-Feb-2007	United States of America	-	-	Contraband Detection Systems and Methods
Published	05758745.3	11-Feb-2005	European Patent Convention	-	-	Contraband Detection System and Methods
Pending	US2005/04675	11-Feb-2005	Patent Cooperation Treaty	-	-	Contraband Detection Systems and Methods
Allowed	11/609,661	12-Dec-2006	United States of America	-	-	Displaced Multi-Row CT Baggage Inspection
Issued	11/417,692	03-May-2006	United States of America	7,333,589	19-Feb-2008	System and Method of CT Scanning of Baggage
Published	11/540,775	29-Sep-2006	United States of America	-	-	System and Method for Resolving Threats in Automated Explosives Detection in Baggage and other Parcels
Allowed	11/503,452	11-Aug-2006	United States of America	-	-	Folded Array CT Baggage Scanner
Published	11/582,847	17-Oct-2006	United States of America	-	-	Folded Array CT Baggage Scanner
Published	US2006/047547	12-Dec-2006	Patent Cooperation Treaty	-	-	Displaced-Ray CT Inspection
Pending	60/979,295	11-Oct-2007	United States of America	-	-	Dynamic Trace Detection

PATENT

REEL: 020518 FRAME: 0764

INTELLECTUAL PROPERTY FOR REVEAL IMAGING TECHNOLOGIES, INC.

REGISTERED TRADEMARKS

Registration No.	Serial No.	Filing Date	Country Name	Title
2926752	76535549	July 24, 2003	United States of America	Reveal Imaging Technologies
*	76532491	July 25, 2003	United States of America	Total Scan

REGISTERED COPYRIGHTS

None.

REGISTERED TRADE NAMES

None.

4252804v.1