

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
S3I Acquisition Corporation	05/31/2008
RECEIVING PARTY DATA	
Name:	S3I, LLC
Street Address:	208 Business Center Drive
City:	Reisterstown
State/Country:	MARYLAND
Postal Code:	21136
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11350413
PCT Number:	US0604653
Patent Number:	7106442
Patent Number:	6885440
CORRESPONDENCE DATA	
Fax Number:	(703)720-7802
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-720-7800
Email:	ipgeneraltyc@ssd.com
Correspondent Name:	Douglas H. Goldhush
Address Line 1:	8000 Towers Crescent Drive
Address Line 2:	14th Floor
Address Line 4:	Tysons Corner, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	087873.00015
NAME OF SUBMITTER:	Douglas H. Goldhush

CH \$160.00 11350413

500602342

PATENT
REEL: 021291 FRAME: 0025

Total Attachments: 6

source=S3\SecurityIntDOC#page1.tif

source=S3\SecurityIntDOC#page2.tif

source=S3\SecurityIntDOC#page3.tif

source=S3\SecurityIntDOC#page4.tif

source=S3\SecurityIntDOC#page5.tif

source=S3\SecurityIntDOC#page6.tif

SHORT FORM PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT**, dated as of May 31, 2008, by S3I Acquisition Corporation, a Delaware corporation ("Grantor") in favor of S3I, LLC, a Maryland limited liability company ("Secured Party").

WHEREAS, pursuant to an Asset Purchase Agreement of even date herewith between Grantor, ICx Technologies, Inc. and Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Asset Purchase Agreement**"), Grantor has agreed to grant a first priority security interest in certain Intellectual Property (as defined below) in favor of Secured Party to secure certain obligations; and

WHEREAS, Grantor and Secured Party are parties to an Intellectual Property Security Agreement of even date herewith in favor of the Secured Party (the "**Security Agreement**") pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

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

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Asset Purchase Agreement or the Security Agreement and used herein have the meaning given to them in the Asset Purchase Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral.

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Secured Party, and grants to the Secured Party 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 referred to on Schedule I hereto; and
- (b) all reissues, continuations or continuations-in-part 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 of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement.

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

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Patent Security Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

S3I ACQUISITION CORPORATION,
as Grantor

By: _____

Name: DANIEL T. MORGAN
Title: AUTHORIZED SIGNATORY

S3I, LLC,
as Secured Party

By: _____

Name: DAVID SILCOTT
Title: AUTHORIZED MEMBER

SCHEDULE I
EXHIBIT A

S3I, LLC - Patent Status Report

Title	Country	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors	Action
A MULTI-SPECTRAL OPTICAL METHOD AND SYSTEM FOR DETECTING AND CLASSIFYING BIOLOGICAL AND NON-BIOLOGICAL PARTICLES	European Patent Office	Published	048093496 Apr 29, 2004		S3I, LLC	DAVID B. SILCOTT, ALEXANDER FIELDING	Annulity Due Apr 29, 2008 Filing Receipt Expected Jan 28, 2006 Patent Expires Apr 29, 2024
A MULTI-SPECTRAL OPTICAL METHOD AND SYSTEM FOR DETECTING AND CLASSIFYING BIOLOGICAL AND NON-BIOLOGICAL PARTICLES	Japan	Pending	2006514234 Apr 29, 2004		S3I, LLC	DAVID B. SILCOTT, ALEXANDER FIELDING	
A MULTI-SPECTRAL OPTICAL METHOD AND SYSTEM FOR DETECTING AND CLASSIFYING BIOLOGICAL AND NON-BIOLOGICAL PARTICLES	United States of America	Issued	10834537 Apr 29, 2004	7108442 Sep 12, 2006	S3I, LLC	DAVID B. SILCOTT, ALEXANDER FIELDING	Maintenance Fee Due Mar 12, 2010 Patent Expires Dec 31, 2024 Reissue Deadline Sep 12, 2008
METHOD AND SYSTEM FOR DETECTING, CLASSIFYING AND IDENTIFYING PARTICLES	PCT	Pending	PCTUS06004 653 Feb 9, 2006		S3I, LLC	DAVID B. SILCOTT	National Phase Applications Due (Ch1 or Ch2) Aug 9, 2007

PATENT

REEL: 021291 FRAME: 0029

2/16/2008

S3I, LLC - Patent Status Report

Title	Country	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors	Action
METHOD AND SYSTEM FOR DETECTING, CLASSIFYING AND IDENTIFYING PARTICLES	United States of America	Published	11350413 Feb 9, 2006		S3I, LLC	DAVID B. SILCOTT	
MULTI-SPECTRAL OPTICAL METHOD AND SYSTEM FOR DETECTING AND CLASSIFYING BIOLOGICAL AND NON-BIOLOGICAL PARTICLES	Australia	Pending	2004274855 Apr 29, 2004		S3I, LLC	DAVID B. SILCOTT, ALEXANDER FIELDING	Annuity Due Apr 29, 2009 Request for Examination Due Aug 13, 2007
MULTI-SPECTRAL OPTICAL METHOD AND SYSTEM FOR DETECTING AND CLASSIFYING BIOLOGICAL AND NON-BIOLOGICAL PARTICLES	Canada	Pending	2524345 Apr 29, 2004		S3I, LLC	DAVID B. SILCOTT, ALEXANDER FIELDING	Annuity Due Apr 29, 2008 Request for Examination Due Apr 29, 2009
MULTI-SPECTRAL OPTICAL METHOD AND SYSTEM FOR DETECTING AND CLASSIFYING BIOLOGICAL AND NON-BIOLOGICAL PARTICLES	Israel	Pending	171663 Apr 29, 2004		S3I, LLC	DAVID B. SILCOTT, ALEXANDER FIELDING	Annuity Due Apr 29, 2010

PATENT

REEL: 021291 FRAME: 0030

2/16/2008

S3I, LLC - Patent Status Report

Title	Country	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors	Action
SYSTEM AND METHOD FOR DETECTING AND CLASSIFYING BIOLOGICAL PARTICLES	Australia	Pending	2002367966 Nov 7, 2002		S3I, LLC	DAVID B. SILCOTT, GREG A. TILLEY, BRIAN R. WHITMAN, STEVEN J. PRATT	Annuity Due Nov 7, 2007
SYSTEM AND METHOD FOR DETECTING AND CLASSIFYING BIOLOGICAL PARTICLES	Canada	Pending	2474036 Nov 7, 2002		S3I, LLC	DAVID B. SILCOTT, GREG A. TILLEY, BRIAN R. WHITMAN, STEVEN J. PRATT	Annuity Due Request for Examination Due Nov 7, 2007 Nov 7, 2007
SYSTEM AND METHOD FOR DETECTING AND CLASSIFYING BIOLOGICAL PARTICLES	European Patent Office	Published	028075380 Nov 7, 2002		S3I, LLC	DAVID B. SILCOTT, GREG A. TILLEY, BRIAN R. WHITMAN, STEVEN J. PRATT	Annuity Due Nov 7, 2007
SYSTEM AND METHOD FOR DETECTING AND CLASSIFYING BIOLOGICAL PARTICLES	Israel	Pending	162950 Nov 7, 2002		S3I, LLC	DAVID B. SILCOTT, GREG A. TILLEY, BRIAN R. WHITMAN, STEVEN J. PRATT	Annuity Due Nov 7, 2008

PATENT

REEL: 021291 FRAME: 0031

2/16/2008

S3I, LLC - Patent Status Report

Title	Country	Status	Serial No Filing Date	Patent No. Issue Date	Owner	Inventors	Action
SYSTEM AND METHOD FOR DETECTING AND CLASSIFYING BIOLOGICAL PARTICLES	United States of America	Issued	10289266 Nov 7, 2002	6885440 Apr 26, 2005	S3I	DAVID B. SILCOTT, GREG A. TILLEY, BRIAN R. WHITMAN, STEVEN J. PRATT	Maintenance Fee Due Patent Expires Oct 26, 2008 Nov 7, 2022