

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>DURHAM GEO-ENTERPRISES INC.</td> <td>02/21/2013</td> </tr> <tr> <td>ROCTEST LTD.</td> <td>02/21/2013</td> </tr> <tr> <td>NOVA METRIX (LUXEMBOURG) S.A.R.L.</td> <td>02/21/2013</td> </tr> <tr> <td>NOVA METRIX CORPORATION</td> <td>02/21/2013</td> </tr> <tr> <td>NOVA METRIX (CANADA) CORP.</td> <td>02/21/2013</td> </tr> <tr> <td>FISO TECHNOLOGIES INC.</td> <td>02/21/2013</td> </tr> <tr> <td>SENSORNET LIMITED</td> <td>02/21/2013</td> </tr> </tbody> </table>		Name	Execution Date	DURHAM GEO-ENTERPRISES INC.	02/21/2013	ROCTEST LTD.	02/21/2013	NOVA METRIX (LUXEMBOURG) S.A.R.L.	02/21/2013	NOVA METRIX CORPORATION	02/21/2013	NOVA METRIX (CANADA) CORP.	02/21/2013	FISO TECHNOLOGIES INC.	02/21/2013	SENSORNET LIMITED	02/21/2013				
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SENSORNET LIMITED	02/21/2013																				
RECEIVING PARTY DATA																					
<table border="1"> <tr> <td>Name:</td> <td>SILICON VALLEY BANK</td> </tr> <tr> <td>Street Address:</td> <td>8020 Towers Crescent Drive</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 475</td> </tr> <tr> <td>City:</td> <td>Vienna</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>22182</td> </tr> </table>		Name:	SILICON VALLEY BANK	Street Address:	8020 Towers Crescent Drive	Internal Address:	Suite 475	City:	Vienna	State/Country:	VIRGINIA	Postal Code:	22182								
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Patent Number:	6417926
Patent Number:	6380534
Patent Number:	6285446
Patent Number:	7865044
Patent Number:	7813898
Application Number:	13398905
Application Number:	11885457
Application Number:	12992554
PCT Number:	CA2012000150

#### CORRESPONDENCE DATA

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 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143642
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NAME OF SUBMITTER:	ANDREW NASH
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Total Attachments: 11  
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## PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "**Agreement**"), dated as of February 21, 2013, is entered into by and between **DURHAM GEO-ENTERPRISES INC.**, a Georgia corporation, **ROCTEST LTD.**, a British Columbia corporation, and each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, each a "**Grantor**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of February 21, 2013, among the Assignee, each Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of February 21, 2013, among each Grantor, Assignee, and the Lenders party thereto (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Patents (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Patents, whether now owned or existing or at any time hereafter acquired or arising, and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Patents" means all of the following included in the Collateral, (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to on Schedule A, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to on Schedule A, and (iii) all rights to obtain any reissues or extensions of the foregoing.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States Patents existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Patent owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Patent in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Agreement upon request by Bank.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

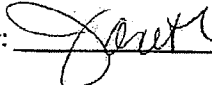
[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

Address of Grantor:

**DURHAM GEO-ENTERPRISES INC.**

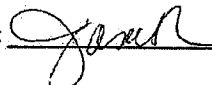
By: 

Name: Janet Barbookles

Title: Secretary

2175 West Park Court  
Stone Mountain, GA 30087  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

**ROCTEST LTD.**

By: 

Name: Janet Barbookles

Title: Secretary

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Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

**NOVA METRIX (LUXEMBOURG) S.A.R.L.**

By: \_\_\_\_\_

Name: Lucile Makhoulf

Title: Director

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Facsimile No.: +352 26 14-444  
E-mail: l.makhoulf@fidessa.lu

By: \_\_\_\_\_

Name: Johannes Dercksen

Title: Director

With a Copy to:  
Nova Ventures Group Corp.  
Attn: Janet Barbookles  
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Woburn, MA 01801  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

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GRANTOR:

Address of Grantor:

**DURHAM GEO-ENTERPRISES INC.**

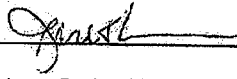
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Title: Secretary

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Attention: Janet Barbookles  
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E-mail: janbarbookles@novavg.com

**ROCTEST LTD.**

By: 

Name: Janet Barbookles

Title: Secretary

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Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

**NOVA METRIX (LUXEMBOURG) S.A.R.L.**

By: 

Name: ~~Lucile Makhoul~~

Title: ~~Director~~

*ENPoint Ltd, Side Manager  
Rep. by John DERCKSEN, Manager*

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Attention: Lucile Makhoul  
Facsimile No.: +352 26 14-444  
E-mail: l.makhoul@fidessa.lu

By: 

Name: Johannes Dercksen

Title: Director

With a Copy to:  
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Attn: Janet Barbookles  
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Woburn, MA 01801  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

Signature Page to Patent Security Agreement

**NOVA METRIX CORPORATION**

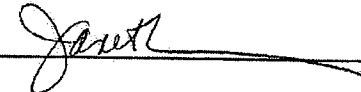
By: 

Name: Janet Barbookles

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600 Unicorn Park Drive  
Woburn, MA 01801  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

**NOVA METRIX (CANADA) CORP.**

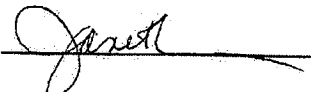
By: 

Name: Janet Barbookles

Title: Secretary

550 Burrard St., Suite 2900  
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Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

**FISO TECHNOLOGIES INC.**

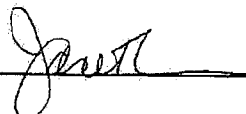
By: 

Name: Janet Barbookles

Title: Secretary

500 av. Saint-Jean-Baptiste, Suite 195  
Quebec City, QC G2E 5R9, Canada  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

**SENSORNET LIMITED**

By: 

Name: Janet Barbookles

Title: Director

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United Kingdom  
Attention: Janet Barbookles  
Facsimile No.: 781-897-1218  
E-mail: janbarbookles@novavg.com

ASSIGNEE:

Address of Assignee:

**SILICON VALLEY BANK**

By: 

Name: **Dwayne Shuler**  
**Director**

Title: \_\_\_\_\_

SILICON VALLEY BANK  
8020 Towers Crescent Drive, Suite 475  
Vienna, VA 22182  
Attention: Mr. Dwayne Shuler

Signature Page to Patent Security Agreement

**PATENT**  
**REEL: 029855 FRAME: 0278**



# Schedule A to PATENT SECURITY AGREEMENT

## Registrations of Patents and Patent Applications

### Issued Patents

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
Roctest Ltd.	United States	7,002,696	February 21, 2006	BAND PASS INTERFEROMETER WITH TUNING CAPABILITIES
FISO Technologies Inc.	Canada	2,499,021	May 1, 2007	SYSTEM AND METHOD FOR MEASURING AN OPTICAL PATH DIFFERENCE IN A SENSING INTERFEROMETER
FISO Technologies Inc.	United States	6,842,254	January 11, 2005	SYSTEM AND METHOD FOR MEASURING AN OPTICAL PATH DIFFERENCE IN A SENSING INTERFEROMETER
FISO Technologies Inc.	Canada	2,509,909	May 24, 2011	METHOD AND SENSOR FOR DETECTING A CHEMICAL SUBSTANCE USING AN OPTICALLY ANISOTROPIC MATERIAL
FISO Technologies Inc.	United States	7,897,406	March 1, 2011	METHOD AND SENSOR FOR DETECTING A CHEMICAL SUBSTANCE USING AN OPTICALLY ANISOTROPIC MATERIAL
FISO Technologies Inc.	United States	7,684,657	August 23, 2011	SINGLE PIECE FABRY-PEROT OPTICAL SENSOR AND METHOD OF MANUFACTURING THE SAME
FISO Technologies Inc. <sup>1</sup>	Sweden	SE514745	June 18, 1999	FÖRFARANDE OCH ANORDNING FÖR BÖJKOMPENSATION VID INTENSITETSBASERADE OPTISKA MÄTSYSTEM
FISO Technologies Inc.	United States	6,934,015	June 16, 2000	METHOD AND A DEVICE FOR BENDING COMPENSATION IN INTENSITY-BASED FIBRE-OPTICAL MEASURING SYSTEMS

<sup>1</sup> FISO Technologies, Inc. acquired all the assets of Samba Sensors AB on December 28, 2012. Transfer documents are being recorded with the Swedish Patent Office.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
FISO Technologies Inc.	United States	6,933,490	July 3, 2000	METHOD AND DEVICE FOR FIBER-OPTICAL MEASURING SYSTEMS
FISO Technologies Inc.	United States	5,619,046	May 5, 1993	METHOD OF MANUFACTURING A MEASURING DEVICE
Sensornet Limited	Germany	69836380	March 1, 2007	WAVELENGTH MEASURING SYSTEM
Sensornet Limited	Germany	69831405	February 23, 2006	DISTRIBUTED SENSING SYSTEM
Sensornet Limited	Germany	69731108	September 8, 2005	DISTRIBUTED STRAIN AND TEMPERATURE MEASURING SYSTEM
Sensornet Limited	United States	7,355,163	April 8, 2008	DIRECT MEASUREMENT OF BRILLOUIN FREQUENCY IN DISTRIBUTED OPTICAL SENSING SYSTEMS
Sensornet Limited	Japan	4943320	March 9, 2012	DIRECT MEASUREMENT OF BRILLOUIN FREQUENCY IN DISTRIBUTED OPTICAL SENSING
Sensornet Limited	United States	8,005,323	August 23, 2011	METHOD AND APPARATUS FOR GENERATION AND TRANSMISSION OF HIGH ENERGY OPTICAL PULSES FOR LONG RANGE MEASUREMENTS
Sensornet Limited	European Patent Office	EP1604174	July 21, 2010	METHOD AND APPARATUS FOR GENERATION AND TRANSMISSION OF HIGH ENERGY OPTICAL PULSES FOR LONG RANGE MEASUREMENTS
Sensornet Limited	China	100520305	July 29, 2009	METHOD AND APPARATUS FOR GENERATION AND TRANSMISSION OF HIGH ENERGY OPTICAL PULSES FOR LONG RANGE MEASUREMENTS
Sensornet Limited	Canada	2,515,705	Dec 18, 2012	METHOD AND APPARATUS FOR GENERATION AND TRANSMISSION OF HIGH ENERGY OPTICAL PULSES FOR LONG RANGE MEASUREMENTS
Sensornet Limited	Canada	2,295,780	June 19, 2007	WAVELENGTH MEASURING SYSTEM

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
Sensornet Limited	United States	6,417,926	July 9, 2002	WAVELENGTH MEASURING SYSTEM
Sensornet Limited	European Patent Office	EP998662	November 8, 2006	WAVELENGTH MEASURING SYSTEM
Sensornet Limited	Japan	3780322	May 31, 2006	DISTRIBUTED STRAIN AND TEMPERATURE SENSING SYSTEM
Sensornet Limited	Canada	2,274,505	September 27, 2005	DISTRIBUTED STRAIN AND TEMPERATURE SENSING SYSTEM
Sensornet Limited	United States	6,380,534	April 30, 2002	DISTRIBUTED STRAIN AND TEMPERATURE SENSING SYSTEM
Sensornet Limited	European Patent Office	EP0944813	October 6, 2004	DISTRIBUTED STRAIN AND TEMPERATURE SENSING SYSTEM
Sensornet Limited	Canada	2, 288,746	July 11, 2006	DISTRIBUTED SENSING SYSTEM
Sensornet Limited	United States	6,285,446	September 4, 2001	DISTRIBUTED SENSING SYSTEM
Sensornet Limited	European Patent Office	EP983486	August 31, 2005	DISTRIBUTED SENSING SYSTEM
Sensornet Limited	United Kingdom	GB 2446334	August 9, 2011	SENSING SYSTEM USING OPTICAL FIBER SUITED TO HIGH TEMPERATURES
Sensornet Limited	United Kingdom	GB 2477241	March 14, 2012	SENSING SYSTEM USING OPTICAL FIBER SUITED TO HIGH TEMPERATURES
Sensornet Limited	United States	7,865,044	January 4, 2011	SENSING SYSTEM USING OPTICAL FIBER SUITED TO HIGH TEMPERATURES
Sensornet Limited	United States	7,813,898	October 12, 2010	PROCESSING SENSING MEASUREMENTS

Pending Patent Applications

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
Roctest Ltd.	United States	13/398,905	February 17, 2012	AUTOMATED SYSTEM AND METHOD FOR TESTING THE EFFICACY AND RELIABILITY OF DISTRIBUTED TEMPERATURE SENSING SYSTEMS
Roctest Ltd.	PCT	PCT/CA2012/000150	February 17, 2012	AUTOMATED SYSTEM AND METHOD FOR TESTING THE EFFICACY AND RELIABILITY OF DISTRIBUTED

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
				TEMPERATURE SENSING SYSTEMS
FISO Technologies Inc.	Canada	2,599,696	March 2, 2006	FABRY-PEROT OPTICAL SENSOR AND METHOD OF MANUFACTURING THE SAME
FISO Technologies Inc.	United States	11/885,457	August 31, 2007	FABRY-PEROT OPTICAL SENSOR AND METHOD OF MANUFACTURING THE SAME
FISO Technologies Inc.	Canada	2,618,685	August 8, 2006	SINGLE PIECE FABRY-PEROT OPTICAL SENSOR AND METHOD OF MANUFACTURING THE SAME
FISO Technologies Inc.	European Patent Office (EPO)	06775087	August 8, 2006	SINGLE PIECE FABRY-PEROT OPTICAL SENSOR AND METHOD OF MANUFACTURING THE SAME
FISO Technologies Inc.	European Patent Office (EPO)	00946691.3	July 3, 2000	METHOD AND DEVICE FOR FIBER-OPTICAL MEASURING SYSTEMS <sup>2</sup>
FISO Technologies Inc.	European Patent Office (EPO)	09746880.5	May 15, 2009	A METHOD AND A DEVICE FOR EXAMINATION OF PHYSICAL MAGNITUDE IN HUMAN OR ANIMALS IN AN OBJECT FILLED WITH LIQUID OR GAS <sup>3</sup>
FISO Technologies Inc.	United States	12/992,554	May 15, 2009	METHOD AND A DEVICE FOR EXAMINATION OF PHYSICAL MAGNITUDE IN HUMANS OR ANIMALS IN AN OBJECT FILLED WITH LIQUID OR GAS
Sensornet Limited	Canada	2,563,597	March 22, 2005	DIRECT MEASUREMENT OF BRILLOUIN FREQUENCY IN DISTRIBUTED OPTICAL SENSING SYSTEMS

<sup>2</sup> FISO Technologies, Inc. acquired all the assets of Samba Sensors AB on December 28, 2012. Transfer documents are being recorded with the European Patent Office.

<sup>3</sup> FISO Technologies, Inc. acquired all the assets of Samba Sensors AB on December 28, 2012. Transfer documents are being recorded with the European Patent Office.

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
Sensornet Limited	European Patent Office	2005718132	March 22, 2005	DIRECT MEASUREMENT OF BRILLOUIN FREQUENCY IN DISTRIBUTED OPTICAL SENSING SYSTEMS
Sensornet Limited	Canada	2,632,064	December 6, 2006	SENSING SYSTEM USING OPTICAL FIBER SUITED TO HIGH TEMPERATURES
Sensornet Limited	Great Britain	1110455	June 21, 2011	DETERMINING PRESSURE PROFILE IN AN OIL OR GAS WELL
Sensornet Limited	Canada	2732894	August 7, 2008	FIBER SPLICE HOUSING
Sensornet Limited	Great Britain	1101611.0	August 7, 2008	FIBER SPLICE HOUSING
Sensornet Limited	Great Britain	0913504.7	August 3, 2009	METHOD AND APPARATUS FOR DETERMINING THE LOCATION OF AN INTERFACE REGION
Sensornet Limited	Great Britain	0901288.1	January 27, 2009	SENSING INSIDE AND OUTSIDE TUBING
Sensornet Limited	Great Britain	1110941.0	January 22, 2010	SENSING INSIDE AND OUTSIDE TUBING
Sensornet Limited	World Intellectual Property Organization	2008GB50675	August 7, 2008	FIBER SPLICE HOUSING
Sensornet Limited	World Intellectual Property Organization	2010GB105	January 2, 2010	SENSING INSIDE AND OUTSIDE TUBING