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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

03/23/2001 TDIAZ1 00000006 76099213

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01 FC:441 40.00 OP
02 FC:442 125.00 OP

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TRADEMARK
REEL: 002256 FRAME: 0588

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(503) 778-5368

Name

STACEY A. WALTERS, ESQ.

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DAVIS WRIGHT TREMAINE LLP

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1300 SW FIFTH AVENUE

Address (line 3)

SUITE 2300

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PORTLAND, OR 97201-5630

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

2

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76099213

76077051

76107069

2411289

75673388

75596870

Number of Properties

Enter the total number of properties involved.

#

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

165.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Yes

No

Authorization to charge additional fees:

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

STACEY A. WALTERS, ESQ.

March 5, 2001

Name of Person Signing

Signature

Date Signed

AMENDMENT TO SECURITY AGREEMENT

This is an Amendment to the Security Agreement dated as of December 16, 1999, by and among FLIR Systems, Inc., an Oregon corporation, and BANK OF AMERICA, N.A. a national banking association, as agent for the Lenders and its successors as agent for the Lenders (the "Security Agreement"). All capitalized terms herein shall have the meaning given in the Security Agreement.

RECITALS

The parties hereto desire to add certain items as Collateral to the Security Agreement.

Therefore, the parties agree as follows:

1. Section 2(a) of the Security Agreement is amended by deleting the existing Section 2(a) and replacing Section 2(a) in its entirety with the following:

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligation, the Grantor hereby pledges, assigns, transfers, hypothecates and sets over to the Agent for its benefit and for the ratable benefit of the other Lender Parties, and hereby grants to the Agent for its benefit and for the ratable benefit of the other Lender Parties, a security interest in all of the Grantor's rights, title and interest in, to and under the following property, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Deposit Accounts; (iv) all Documents; (v) all Equipment; (vi) all General Intangibles; (vii) all Instruments; (viii) all Inventory; (ix) all Books; (x) all products and Proceeds of any and all of the foregoing; and (xi) all copyrights, patents, proprietary information, trade secrets, trademarks, service marks, trade names, trade dress, whether registered or unregistered, and all goodwill associated therewith, and all registrations and applications for registration thereof (collectively referred to as the "Intellectual Property"), including without limitation: (a) the trademark and service mark registrations described in Exhibit A attached hereto and all renewals thereof and any future trademark and service mark registrations and renewals thereof (the "Trademark Registrations"); (b) the applications for Trademark Registration described in Exhibit A and any Trademark Registrations that may be issued on any of those applications and any future Trademark Registration applications, to the full extent allowable by law (the "Trademark Applications"); (c) all common law rights in the marks described in Exhibit A; (d) all Patent Registrations including without limitation those described in Exhibit B attached hereto, and all applications therefor and all future applications and registrations (the "Patent Registrations"); (e) all Patent Applications including without limitation those described in Exhibit B attached hereto, and all applications therefor and all future applications and registrations (the "Patent Applications"); (f) all future royalties or other fees paid or payments made or owed to Grantor with respect to the Intellectual Property (the "Royalties"); and (g) proceeds of any and all of the foregoing (the Intellectual Property, Trademark Registrations, Trademark Applications, Common Law, Trademarks, Patent Registrations, Patent Applications, Copyright Registrations, Royalties, and such proceeds are referred to collectively as the "Intellectual Property Rights").

EXHIBIT A
To Amendment to Security Agreement

I. TRADEMARKS

<i>MARK</i>	<i>REGISTRATION/ SERIAL NO.</i>	<i>ISSUED/FILED</i>
FIREFLIR	2,411,289	December 5, 2000
(Design)	76/099,213	July 31, 2000
(Design plus words, letters and/or numbers)	76/077,051	June 26, 2000
INFRARED TRAINING CENTER ITC (stylized)	76/107,069	August 11, 2000
THERMOVISION SCOUT	75/673,388	April 2, 1999
THERMOVISION SENTRY	75/596,870	November 30, 1998