

06-04-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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T U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FLIR SYSTEMS, INC.

5-24-01

- Individual(s)
- General Partnership
- Corporation-State OREGON
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: NUNC PRO TUNC 12-16-99

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA, N.A.

Internal Address: WA1-102-16-20

Street Address: 701 FIFTH AVENUE, FLOOR 16

City: SEATTLE State: WA Zip: 98104-7001

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other NATIONAL BANKING ASSOCIATION

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/741290

40E

B. Trademark Registration No.(s) 2,307,819;  
1,949,199; 1,967,202; 2,007,063;  
1,536,215; 1,276,798; 924215;  
862354

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: STACEY A. WALTERS, ESQ.

Internal Address: DAVIS WRIGHT TREMAINE LLP

Street Address: 1300 SW FIFTH AVENUE

SUITE 2300

City: PORTLAND State: OR Zip: 97201

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account IF ADDITIONAL FEES CHARGED

8. Deposit account number:

040258

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

STACEY A. WALTERS, ESQ.  
Name of Person Signing

Signature

MAY 24, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/04/2001 6TON11 00000052 75741290

01 FC:481  
02 FC:482

40.00 DR  
200.00 DR

TRADEMARK  
REEL: 002307 FRAME: 0477

**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>TITLE</i>	<i>TRADEMARK/ SERIAL NO.</i>	<i>ISSUE/FILING DATE</i>	<i>FOREIGN COUNTERPARTS</i>
INFRAMATION	75741290	July 1, 1999	
THERMASNAP	2307819	January 11, 2000	
INFRACAM	1949199	January 16, 1996	
XCALIPER	1967202	August 31, 1993	
THERMACAM	2007063	October 8, 1996	
AGEMA	1536215	April 25, 1989	
DESIGN ONLY	1276798	May 8, 1984	
THERMOPROFILE	924215	November 23, 1971	
THERMOVISION	862354	December 24, 1968	