

MPD 10-23-98

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

10-29-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



100862864

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
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- 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

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.)

- Citizenship/State of Incorporation/Organization

10/28/1998 SSMITH 00000094 1224663

FOR OFFICE USE ONLY

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40.00 00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1804 FRAME: 0930

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 (212) 735-4133

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

6

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,224,663	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

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:

#

Authorization to charge additional fees:

Yes

No

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.

Francis Hsueh

10/20/98

Name of Person Signing

Signature

Date Signed

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **Envirotest Systems Corp.**, a Delaware corporation, **Envirotest Acquisition Corp.**, a Delaware corporation, **Environmental Systems Corp.**, a Delaware corporation, and **Environmental Systems Products, Inc.**, a Delaware corporation (collectively "**Grantors**"), own and use in their business, or will in the future adopt and so use, various intangible assets, including the Trademarks (as defined below); and

WHEREAS, **Environmental Systems Products Holdings Inc.**, a Delaware corporation (the "**Company**"), has entered into a Credit Agreement dated October 15, 1998 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**") with **EnviroSystems Corp.**, a Delaware corporation, the banks, the financial institutions and other entities named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), **Credit Suisse First Boston ("CSFB")**, as the Administrative Agent and the Collateral Agent, **DLJ Capital Funding, Inc.**, as the Syndication Agent, and **CSFB and Donaldson, Lufkin & Jenrette Securities Corporation**, as the Arrangers, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Company; and

WHEREAS, the Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders (in such capacity, collectively, "**Lender Counterparties**"); and

WHEREAS, each Grantor has executed and delivered that certain Subsidiary and Parent Guaranty, or the Foreign Subsidiary Guaranty, as applicable, dated as of the date hereof (said Subsidiary and Parent Guaranty and the Foreign Subsidiary Guaranty, as each may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of the Administrative Agent for the benefit of Lenders and any Lender Counterparties, pursuant to which each Grantor has guaranteed the prompt payment and performance when due of all obligations of the Company under the Credit Agreement and the other Loan Documents and all obligations of the Company under the Lender Interest Rate Agree-

ments, including without limitation the obligation of the Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors, the Collateral Agent and the other grantors named therein, each Grantor has agreed to create in favor of the Collateral Agent a secured and protected interest in, and the Collateral Agent has agreed to become a secured creditor with respect to, the Trademarks (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, each Grantor hereby assigns to the Collateral Agent and hereby grants to the Collateral Agent a security interest in all of Grantor's rights, titles and interests in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, Internet domain names and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time), all registrations that have been or may hereafter be issued or applied for thereon in the United States, any state thereof, in international registries, and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A, as the same may be amended pursuant hereto from time to time), all common law and other rights in and to the trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by any of the foregoing and associated therewith, including all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits) and the right (but not the obligation) to sue for past, present and future infringements in the name of such Grantor or

in the name of the Collateral Agent or Lenders (collectively, the "**Trademarks**");

(ii) all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind owned by or owing to such Grantor which relate in any way to Trademarks, including, but not limited to, the exclusive Trademark licenses which appear on schedule l(d) to the Security Agreement, and all rights in, to, and under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations (collectively, the "**Related Obligations**"). and

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark and Related Obligations and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademarks and Related Obligations. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademarks and Related Obligations or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

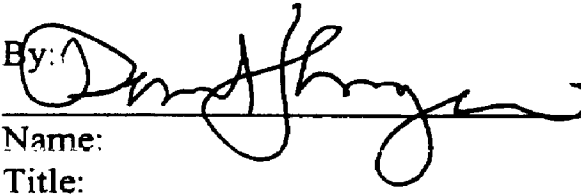
Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and each Grantor shall not be deemed to have granted a security interest in, any of such Grantor's rights or interests in any license, contract or agreement to which such Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under such license, contract or agreement; provided, that immediately upon the ineffectiveness, waiver, lapse or termination of any such provision, the Trademark Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trade-

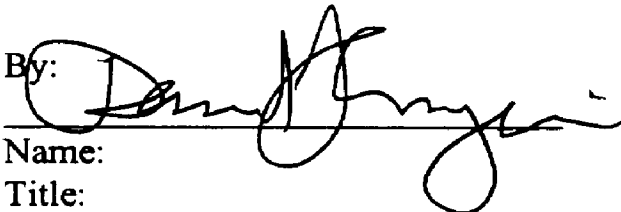
mark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantors have caused this Grant of Trade-mark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 16th day of October, 1998.

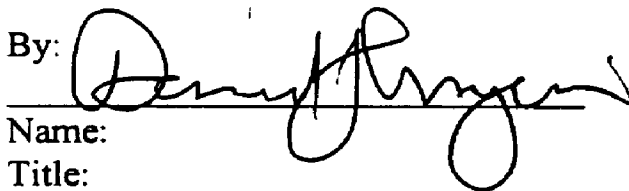
ENVIROTEST SYSTEMS CORP.

By: 
Name:
Title:

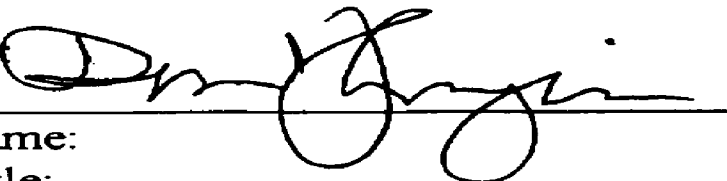
ENVIROTEST ACQUISITION CORP.

By: 
Name:
Title:

ENVIRONMENTAL SYSTEMS CORP.

By: 
Name:
Title:

ENVIRONMENTAL SYSTEMS PRODUCTS INC.

By 

Name:
Title:

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

United States Trademark Registration Schedule

<u>Owner</u>	<u>Description</u>	<u>Number</u>	<u>Date</u>
1. Envirotest Systems Corp.	Impact	(75/215,771)	(12/19/96)
	Design Only	(75/460,814)	(04/02/98)
	Auto ID	(75/460,813)	(04/02/98)
2. Envirotest Acquisition Corp.	Systems Control, Inc. SC	1,224,663	12/02/81
3. Environmental Systems Corp.	Remote Emission Sensor Smog Dog Design	1,953,946	2/6/96
4. Environmental Systems Products, Inc.	Autosense	1,002,682	1/28/74
	Autosense	1,040,870	06/28/76
	Autosense	1,162,572	07/28/81
	Memory Bar	1,266,648	02/07/84
	Cvis	1,297,424	09/25/84
	Spraystation	(75/183,633)	(01/28/74)
	The New Age in Spray Booth Technology	(75/183,630)	(10/18/96)
	Higher Roads to Auto Emissions	(75/290,162)	(10/18/96)
	Fasttest	(75/290,161)	(05/12/97)
	System One the Only Solution In Emissions Testing you		
	Can Count On	(75/290,160)	(05/12/97)
	System One	(75/290,174)	(05/12/97)