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(rev 3/1) TRADEMA	7594 RECORDATION FORM COVER SHEET TRADEMARKS ONLY U. S. Department of Commerce Patent and Trademark Office						
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.							
Name of conveying party(les):	Name and Address of receiving party(ies)						
Environmental Systems Products Holdings Inc. Individual(s) Association General Partnership Limited Partnership X Corporation - Delaware Other Additional name(s) of conveying party(ies) attached? Yes _X No 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name X Other: Grant of Trademark Security Interest	Credit Suisse First Boston 111 Madison Avenue New York, NY 10010 Individual(s) citizenship Association General Partnership Limited Partnership Corporation Other – Swiss Bank						
Execution Date: December 12, 2003 4. Application number(s) or registration number(A. Trademark Application No(s). 76527689	If assignee is not domiciled in the United States, a domestic representative designation is attached:Yes _X No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?Yes _X No						
Additional numbers attac	hed? <u>X</u> Yes _ No						
5. Name and address of party to whom correspondence concerning document should be mailed: Kenneth A. Rubenstein, Esq.	Total number of applications/registrations involved: Total fee (37 CFR 3.41) \$40						
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036	X All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 217730/1618)						
	8. Deposit Account No. 19-2385						
DO NOT USE	THIS SPACE						
	Information is true and correct and any attached January 15, 2004 Signature Date Sheet, attachments, and document: 4						

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Environmental Systems Products Holdings Inc., a

Delaware corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademarks (as defined below); and

WHEREAS, Grantor has entered into an Second Lien Credit Agreement dated as of December 12, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") with, 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, Collateral Agent and Syndication Agent, 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 Grantor; and

WHEREAS, pursuant to the terms of the Second Lien Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, the Collateral Agent and the other grantors named therein, 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, Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (the "Trademark Collateral"):

- Trademarks set forth on Schedule A attached hereto together with; (i)
- the goodwill of the business with which the Trademarks are used; (ii) and
- all causes of action arising prior to or after the date hereof for (iii) infringement of any of the Trademarks or unfair competition regarding the same.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which 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,

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waiver, lapse or termination of any such provision, the Trademark Collateral shall include, and 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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 the event that any provisions of this grant are deemed to conflict with the Security Agreement, the provision of the Security Agreement shall govern. Upon satisfaction of the debt which is the basis for this grant, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks acquired under this grant.

Unless otherwise defined herein, or the context otherwise requires, terms used in this Grant of Trademark Security Interest, including its preambles and recitals, have the meanings provided in the Security Agreement.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12 day of December, 2003.

Environmental Systems Products Holdings Inc.

Bv:

Title:

P005

SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

Pending U.S. Trademarks:

Registered Owner	Trademark Description	Application #	Application Date
Environmental Systems Products Holdings Inc.	ACCUSCAN	76/527,688	7/2/03
Environmental Systems Products Holdings Inc.	TRUETEST	76/527,689	7/2/03
Environmental Systems Products Holdings Inc.	TRUETEST	76/527,690	7/2/03

RECORDED: 01/15/2004

TRADEMARK REEL: 002778 FRAME: 0939