

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
High Voltage Engineering Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: Massachusetts
 Other:

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

2. Name and address of receiving party(ies):
Name: Royal Bank of Canada

Internal Address:
Street Address: Royal Bank Plaza
P.O. Box 50
200 Bay Street, 12 Floor
South Tower

City: Toronto
State: Ontario, CANADA Zip: M5J 2W7

Individual(s) citizenship: _____
 Association: _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation-State: _____
 Other: Canadian Chartered Bank

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

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: Security interest

Execution Date: August 10, 2004

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):
78/102,532

B. Trademark Registration No.(s):
2,135,922 2,836,750 2,621,587
2,261,902 2,833,050 1,276,761
1,922,670 2,639,841

Additional numbers attached? Yes No

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

Name: Erin A. Dugan
Ropes & Gray LLP

Internal Address: Atty. Dkt.: HVEC-004-002
Street Address: One International Place

City: Boston State: MA Zip: 02110

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
 Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: 18-1945
(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.

Patricia Granahan -- 32,227 *Patricia Granahan* August 12, 2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5895, on the date shown below.

Dated: 8-12-04 Signature: *Maura A. Gallagher* *Maura A. Gallagher*

CH \$240.00 181945 78102532

HIGH VOLTAGE ENGINEERING CORPORATION

MEMORANDUM OF TRADEMARK AND SERVICE MARK SECURITY INTEREST

This Memorandum of Trademark and Service Mark Security Interest, dated as of August 10, 2004, is between High Voltage Engineering Corporation, a Massachusetts corporation (the "Mark Owner"), having a place of business at 401 Edgewater Place, Suite 680, Wakefield, Massachusetts 01880, and Royal Bank of Canada, as Term Loan A Collateral Agent and Term Loan B Collateral Agent (the "Secured Party") under the Guarantee and Security Agreement (as defined below), having a place of business at Royal Bank Plaza, P.O. Box 50, 200 Bay Street, 12th Floor, South Tower, Toronto, Ontario M5J 2W7. Capitalized terms defined in the Guarantee and Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. Pursuant to the Guarantee and Security Agreement dated as of August 10, 2004, as amended and in effect from time to time (the "Guarantee and Security Agreement"), among the Mark Owner, its subsidiaries from time to time party thereto and Royal Bank of Canada as Administrative Agent, Term Loan A Collateral Agent and Term Loan B Collateral Agent, the Mark Owner has granted to the Secured Party a security interest in certain trademarks, service marks and applications therefor listed in Exhibit A attached hereto and made a part hereof, in the name of the Mark Owner, together with the registrations thereof and goodwill symbolized thereby (collectively, the "Collateral").

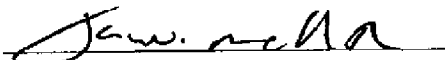
2. The Mark Owner is the exclusive owner of all rights in the Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under the Guarantee and Security Agreement.

The Mark Owner and the Secured Party have executed this Memorandum of Trademark and Service Mark Security Interest effective as of the date first above written.

Mark Owner:

HIGH VOLTAGE ENGINEERING
CORPORATION

By


Title:

Secured Party:

ROYAL BANK OF CANADA,
as Term Loan A Collateral Agent and
Term Loan B Collateral Agent

By

Title:

HIGH VOLTAGE ENGINEERING CORPORATION

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The Mark Owner and the Secured Party have executed this Memorandum of Trademark and Service Mark Security Interest effective as of the date first above written.

Mark Owner:

HIGH VOLTAGE ENGINEERING
CORPORATION

By _____
Title:

Secured Party:

ROYAL BANK OF CANADA,
as Term Loan A Collateral Agent and
Term Loan B Collateral Agent

By 
Ann Hurley
Title: Assistant Manager

TRADEMARKS AND SERVICE MARKS

No. & Trademark

2064882 -- YC
2061052 -- EC

High Voltage Engineering Corporation
High Voltage Engineering Corporation

872,484 -- CPJ

Charles Evans & Associates

MARK	Registrant	Country	SERIAL NO.	FILING DATE	REGISTRATION NO. & ISSUE DATE	CLASS/SERVICE S
CEA	Charles Evans & Associates	United States	75/256,524	3/13/97	2,135,922 2/10/98	Class 41 – tutorials and seminars regarding surface analytical techniques
CEA	Charles Evans & Associates	United States	75/256,550	3/13/97	2,261,902 7/20/99	Class 42 – chemical analysis devices in the field of surface characterization

CHARLES EVANS & ASSOCIATES	Charles Evans & Associates	United States	74-553458	7/25/94	1,922,670 9/25/95	<u>Class 42</u>
EVANS ON- SITE	Charles Evans & Associates	United States	75/810,309	10/20/99	2,836,750	<u>Class 35</u> -- operation of analytical laboratories at the sites of others and contract management related thereto <u>Class 42</u>
EAGLABS	High Voltage Engineering Charles Evans & Associates	United States	78/102,537	1/14/2002	2,833,050	<u>Class 9</u> -- Computer software for extraction of data for analysis and processing in the field of secondary ion mass spectroscopy
REPLOT-PXT	Charles Evans & Associates	United States	78/102,506	1/14/2002	2,639,841	<u>Class 9</u>
CONTROL- PXT EAG	Charles Evans & Associates	United States	78/102,500	1/14/2002	2,621,587	<u>Class 42</u>
SURFACE SCIENCE and design	Surface Science Laboratories (merged into Charles Evans & Associates)	United States	78/102,532	1/14/2002	Published for opposition, opposition pending 1,276,761	<u>Class 9</u> <u>Class 42</u>
		United States	73/372,094	6/28/1982		

EVANS
EUROPA

Charles Evans
& Associates

European
Union (OHIM)

002944098

11/20/2002

Published for opposition,
opposition pending

Class 9
Class 41
Class 42