

05-26-2004

5/26/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102708305

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

1. Name of conveying party(ies):

Instron Corporation

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

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State (checked), Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement (checked), Change of Name, Other

Execution Date: 5/24/2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 78327920

Additional number(s) attached Yes No (checked)

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

Name: Eduardo Waite King & Spalding LLP Internal Address:

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 435.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Eduardo Waite

Signature

05-24-04

Name of Person Signing

Signature

Date

05/27/2004 LMUELLER 00000008 78327920

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

01 FC:8521 02 FC:8522 03 FC:8523

40.00 OP 275.00 OP 120.00 OP

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

TRADEMARK REEL: 002858 FRAME: 0759

**SCHEDULE I
TRADEMARK SECURITY AGREEMENT**

Instron Corporation is the owner of the following trademarks:

TRADEMARK	COUNTRY	REGISTRATION NUMBER
Bluehill	US	serial# 78327920
BRALE	US	646483
Dynatup	US	962013
Instron	US	651726
Instron & Device	US	652070
Instron & Device	US	885013
Device	US	76/486727
Instron	US	76/486728
ROCKWELL	US	646484
Shore	US	2180421
WILSON*	US	942751
WILSON*	US	944315

*transfer of ownership from Wilson Instruments pending

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2004 (this "Trademark Security Agreement"), by and among INSTRON CORPORATION, a Massachusetts corporation ("Instron"), INSTRON STRUCTURAL TESTING SYSTEMS CORP. ("ISTS"), INSTRON JAPAN COMPANY, LTD. ("IJC"), INSTRON ASIA LIMITED ("IAL" and together with ISTS and IJC, each referred to herein individually as a "Subsidiary" and collectively as "Subsidiaries", and the Subsidiaries together with Instron, each referred to herein individually as a "Grantor" and collectively as "Grantors") and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (in such capacity, "Agent") for itself and Lenders from time to time party to the Credit Agreement as defined below ("Lenders").

WHEREAS:

- (A) Pursuant to that certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantors, the other persons designated as "Credit Parties" on the signature pages thereto, the Lenders party thereto, the Agent and National City Bank, Lenders have agreed to make certain credit facilities available to Borrowers upon the terms and subject to the conditions specified in the Credit Agreement;
- (B) Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);
- (C) Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") by and among Grantors and Agent; and
- (D) Pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and Annex A thereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

To secure the payment of the Obligations (all such Obligations, the "Secured Obligations"), each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its United States federally registered Trademarks and Trademark Licenses to which such Grantor is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations, extensions or renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each United States federally registered Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

4. TERMINATION OF THIS TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement shall terminate on the Termination Date as defined in the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INSTRON CORPORATION

By: Steven L. Martindale
Name: Steven L. Martindale
Title: Senior Vice President, Chief Financial
Officer and Treasurer

**INSTRON STRUCTURAL TESTING SYSTEMS
CORP.**

By: Steven L. Martindale
Name: Steven L. Martindale
Title: Vice President and Treasurer

INSTRON JAPAN COMPANY, LTD.

By: Steven L. Martindale
Name: Steven L. Martindale
Title: Vice President and Treasurer

INSTRON ASIA LIMITED

By: Steven L. Martindale
Name: Steven L. Martindale
Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

John M. Steidle
Its Duly Authorized Signatory

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INSTRON CORPORATION

By: _____
Name: Steven L. Martindale
Title: Senior Vice President, Chief Financial
Officer and Treasurer

**INSTRON STRUCTURAL TESTING SYSTEMS
CORP.**

By: _____
Name: Steven L. Martindale
Title: Vice President and Treasurer

INSTRON JAPAN COMPANY, LTD.


By: _____
Name: Steven L. Martindale
Title: Vice President and Treasurer

INSTRON ASIA LIMITED

By: _____
Name: Steven L. Martindale
Title: Vice President and Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent


John M. Steidle

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

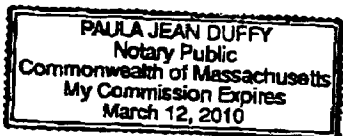
) ss.

COUNTY OF NORFOLK)

On this 24th day of May, 2004 before me personally appeared STEVEN L MARTINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON CORPORATION, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Paula Jean Duffy

Notary Public



ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

) ss.

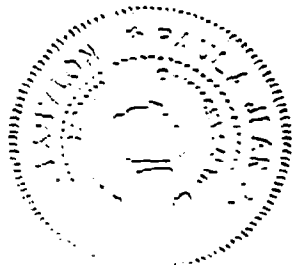
COUNTY OF NORFOLK)

On this 24th day of MAY, 2004 before me personally appeared STEVEN L MARINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON STRUCTURAL TESTING SYSTEMS CORP., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Paula Jean Duffy

Notary Public

PAULA JEAN DUFFY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 12, 2010



ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

) ss.

COUNTY OF NORFOLK)

On this 20 day of May, 2004 before me personally appeared STEWEN L MARTINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON ASIA LIMITED, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Paula Jean Duffy

Notary Public

PAULA JEAN DUFFY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 12, 2010



ACKNOWLEDGMENT OF GRANTOR

STATE OF MASSACHUSETTS

) ss.

COUNTY OF NORFOLK)

On this 24th day of May, 2004 before me personally appeared SEVEN L MARTINDALE proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of INSTRON JAPAN COMPANY, LTD., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Paula Jean Duffy

Notary Public

PALMA JEAN DUFFY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
March 12, 2010

