

05-27-1998

Express Mail No.: TB 686 625 654 US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100719636

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.
Box Assignment, Washington, DC 20231

MMD 5-15-98

<p>1. Name of conveying party(ies): Transamerica Business Credit Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Electrodynamics, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1200 Hicks Road</u></p> <p>City <u>Rolling Meadows</u> State <u>IL</u> ZIP _____</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>of Arizona</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interests</u></p> <p>Effective Date: <u>January 22, 1998</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>NONE</u></p> <p>B. Trademark registration No.(s) <u>SEE ATTACHED SCHEDULE</u></p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p><u>PENNIE & EDMONDS LLP</u> <u>1155 Avenue of the Americas</u> <u>New York, NY 10036</u></p> <p>Attn.: <u>Nancy A. Zoubek, Esq.</u></p> <p>File No.: <u>3756-083-999</u></p>	<p>6. Total number of applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>115.00</u></p> <p>Please charge this amount and any other necessary fees to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>

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.

<u>Nancy A. Zoubek</u> Name of Person Signing	Reg. No.		<u>May 15, 1998</u> Date
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Total number of pages comprising cover sheet: 8

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

05/26/1998 TTON11 00000006 161150 1154762
01 FC:481 40.00 CH
02 FC:482 75.00 CH

TRADEMARK
REEL: 1729 FRAME: 0897

HNHY4-698200

ELECTRODYNAMICS, INC

TRADEMARK REGISTRATIONS

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	SERIAL NO.	FILED
US	DYNACTIME	1,154,762	5/19/81	242,937	12/14/79
US	DR-BITE	1,340,448	6/11/85	509,810	11/20/84
US	MINELCO	884,035	1/13/70	72,283,915	11/11/67
US	MINELCO	682,531	7/28/59	47,202	3/6/58

TRADEMARK
REEL: 1729 FRAME: 0898

PENNY4-096190.1

**TERMINATION AND RELEASE OF SECURITY
INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Release") is granted and made effective as of January 22, 1998 by TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation ("Agent") and ELECTRODYNAMICS, INC., an Arizona Corporation ("Grantor").

W I T N E S S E T H:

WHEREAS, Grantor and the Agent, in its capacity as collateral agent for various lenders, entered into a Patent, Trademark and Copyright Security Interest Agreement, dated as of October 22, 1993 (the "Agreement"), pursuant to which Grantor granted to the Agent a security interest in all of Grantor's right, title and interest in each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the Intellectual Property, as defined in the Agreement (collectively, the "Released Intellectual Property");

WHEREAS, a security interest was recorded with the United States Patent and Trademark Office on November 4, 1993 on Reel/Frame Numbers 6752/657 with respect to the patents and patent applications listed on Schedule A attached hereto and on Reel/Frame Numbers 1059/0060 with respect to the trademarks and trademark applications listed on Schedule B attached hereto (collectively, the "Scheduled Intellectual Property");

WHEREAS, Grantor has fulfilled its obligations and has requested that the Agent terminate all security interests in and liens on all Released Intellectual Property, including without limitation the Scheduled Intellectual Property; and

WHEREAS, the Agent is willing to release such security interests and liens;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agent re-grants, re-conveys, re-assigns, re-transfers and releases to the Grantor whatever rights, title and interest, if any, in and to the Released Intellectual Property, including but not limited to each of its past, present and future patents, trademarks and copyrights, and royalties and other monies relating thereto, including but not necessarily limited to the patents and trademarks set forth, respectively, on Schedules A and B, attached hereto, together with the goodwill of the business symbolized by each trademark and the registrations of and applications for each patent, trademark and copyright, it being understood that the Agent's right, title, and interest, if any, in and to the Released Intellectual Property is solely that of a secured party pursuant to the Agreement. The Agent will execute and deliver to the Grantor all deeds, assignments, and other instruments as may be necessary or proper to terminate all of the security interests in the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property that were granted by the Grantor under the Agreement, in a form and on terms reasonably satisfactory to the Grantor, to release the Agent's lien, security interest and encumbrance against the Released Intellectual Property, including but not limited to the Scheduled Intellectual Property and the goodwill symbolized by the trademarks, and including the right, if any, to all re-issues, extensions or renewals thereof and to recover for all past, present and future infringement thereof and royalties and other monies relating thereto, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. The Agent agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of the Grantor relating to the Released Intellectual Property, including, but not limited to the Scheduled Intellectual Property, under the Agreement.

3. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

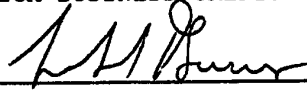
4. This Release may be executed in two counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Release to be duly executed and delivered by a duly authorized officer and made effective as of the date first set forth above.

Dated:

TRANSAMERICA BUSINESS CREDIT CORPORATION,
as Agent

By:



Name:

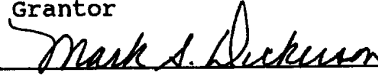
Michael S. Burns

Title:

Sr. Vice President

ELECTRODYNAMICS, INC.,
as Grantor

By:



Name:


Mark S. Dickerson

Title:

Secretary

STATE OF Connecticut)
) ss:
COUNTY OF Hartford)

On this 8th day of April, 1998 before me appeared Michael S. Burns, who, being by me duly sworn, deposes and says that he/she is the Sr. Vice Pres. of Transamerica Business Credit Corporation, and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.

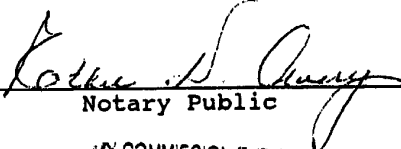


Notary Public

PAUL J. DUROSKO
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 1999

STATE OF ARIZONA)
) ss:
COUNTY OF Maricopa)

On this 17th day of April, 1998 before me appeared Mark S. Dickerson who, being by me duly sworn, deposes and says that he/she is the SECRETARY of ElectroDynamics, Inc., and as such being duly authorized to do so, executed the foregoing instrument on behalf of the corporation.



Notary Public

MY COMMISSION EXPIRES
AUGUST 1999

PATENTS AND PATENT APPLICATIONS

Schedule A
ELECTRODYNAMICS, INC.

Country	Patent No.	Issued	Serial No.	Filed	Expires	Invention
US	3,930,118	12-30-76	383,885	4-24-73	12-30-82	Radar Recorder System
US	3,930,362	1-6-78	557,474	3-12-75	1-6-83	Means for Developing Friction in Clock Setting Shaft
US	4,172,603	10-30-79	868,614	1-11-78	10-30-88	Sensing Apparatus with Mechanical Actuation System
US	4,209,185	6-24-80	868,613	1-11-78	6-24-87	Sensing Apparatus with Electrical Actuation System
US	4,277,841	7-7-81	20,434	3-14-79	7-7-88	Elapsed Time Indicator
US			07/334,224	7-21-89		Electronic Fixed Pattern Video Generator for Polar Coordinate Display Systems
US			07/870,016	4-17-92		Electronic Fixed Pattern Video Generator for Plan Position Indicator Display Systems
US	4,694,599	9-22-87	802,647	11-27-85	9-22-04	Electromagnetic Flip-Type Visual Indicator
US	3,951,014	4-20-76	525,816	11-21-74	4-20-83	Magnetic Reset Tool
US	4,115,769	5-19-78	802,937	6-2-77	5-19-85	Damping Means for Indicators
US	4,132,986	1-2-79	823,169	8-8-77	1-2-85	Electromagnetic Indicator
US	4,652,808	3-24-87	722,487	4-12-85	3-24-04	Multi-channel Fault Monitor Using Output-Acting Interfaces to Operate Slow-Acting Indicators
US	4,661,813	4-28-87	682,793	1-18-85	4-28-04	Magnetic Latching & Damping for Electromagnetic Indicators
Gr. Brit.	2,170,638	6-7-89	8600561	1-10-85	1-10-06	
US	5,034,737	7-23-91	179,618	4-8-88	7-23-08	Magnetic Flux Core Mechanism & Method for Making Same

TRADEMARK
REEL: 1729 FRAME: 0903

TRADEMARKS AND TRADEMARK APPLICATIONS

Schedule B
ELECTRODYNAMICS, INC.

Country	Reg. No.	Reg. Date	Serial No.	Filed	Expires	Trademark
US	1,164,762	5-19-81	242,937	12-14-79	5-19-01	DYNATIME
US	1,340,448	6-11-85	509,810	11-20-84	6-11-05	DM-BITE
US	884,035	1-13-70	72-283,915	11-1-67	1-13-00	MMWELCO
US	682,531	7-28-59	47,202	3-6-58	7-28-89	MMWELCO

TRADEMARK
REEL: 1729 FRAME: 0904

RECORDED: 05/15/1998