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05-28-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ▼



100720185

To the Honorable Commissioner of Patents

Transmit the attached original documents or copy thereof.

1. Name of conveying party(ies):

Palomar Robotic Technologies, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 30, 1998

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank,
as Agent

Internal Address:

Street Address: 600 Fifth Avenue

City: New York State: NY ZIP: 10020

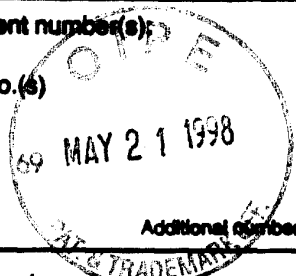
- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

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

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

A. Trademark Application No.(s)



B. Trademark Registration No.(s)

1,725,028

Additional numbers attached? Yes No

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

Name: Kurt Skonberg, Esq.

Internal Address: Kaye, Scholer, Fierman
Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Naomi J. Shrenzel

Name of Person Signing

Naomi J. Shrenzel
Signature

5/20/98

Date

Total number of pages including cover sheet, attachments, and document: 4

JWR/KINS 000067 1725028
05/22/98
FC-48

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, PALOMAR ROBOTIC TECHNOLOGIES, INC., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank and the other banks and other financial institutions (the "Banks") party to the Credit Agreement, dated as of October 6, 1995 (as the same may be amended, modified or supplemented in accordance with its terms, the "Credit Agreement"), among Palomar Products, Inc., HID Corporation, AML Wireless Systems, Inc. (formerly known as AML Broadcast Systems, Inc.), Palomar Technological Companies (formerly known as Palomar Technologies Corporation), the Guarantors named therein, the Banks and The Chase Manhattan Bank, as agent for the Banks (in its capacity as agent herein referred to as "Assignee") and Assignor has entered into a Security Agreement and Mortgage-Patents and Trademarks dated as of October 6, 1995 (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in

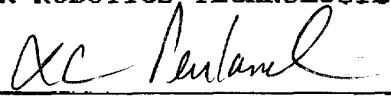
the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020-2302.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 30th day of April, 1998.

PALOMAR ROBOTICS TECHNOLOGIES, INC.

By:



Name: Ronald C. Penland
Title: President

DOC #1565704

TRADEMARK
REEL: 1730 FRAME: 0837

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Palomar Robotic Technologies, Inc.

<u>Mark</u>	<u>Registration No.</u>	<u>Status</u>
MTTS	1,725,028 U.S. Trademark Office	Active Assigned to Palomar Robotic Technologies, Inc. 7/29/97