

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-24-1998

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



100797306

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- ☐ Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- ☐ Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other Release of Security Interest
- Effective Date  
Month Day Year  
05 28 1998

**Conveying Party**

☐ Mark If additional names of conveying parties attached

Name NATIONSBANK, N.A.

Execution Date  
Month Day Year  
05 28 1998

Formerly \_\_\_\_\_

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other \_\_\_\_\_
- ☒ Citizenship/State of Incorporation/Organization National

**Receiving Party**

☐ Mark If additional names of receiving parties attached

Name Whittaker Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) 1955 North Surveyor Avenue

Address (line 3) Simi Valley

City

CA

State/Country

93063

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization Delaware

08/21/1998 INHUYEN 00000178 74627472

FOR OFFICE USE ONLY

01 FC:401  
02 FC:402

40.00 OP  
425.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
U.S. Department of Commerce, Patent and Trademark Office, Box Assignments, Washington, D.C. 20231

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark If additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

☐ Mark If additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark If additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**


1403879		
1985711		
1759558		
1895921		
1978672		

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74627472"/>	<input type="text" value="74700050"/>	<input type="text"/>	<input type="text" value="692997"/>	<input type="text" value="1051741"/>	<input type="text" value="1126336"/>
<input type="text" value="74649134"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="753198"/>	<input type="text" value="1100593"/>	<input type="text" value="1150214"/>
<input type="text" value="74708983"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="871081"/>	<input type="text" value="1102527"/>	<input type="text" value="1345728"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**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. Charges to deposit account are authorized, as indicated herein.

Laura Lopez

Name of Person Signing

  
Signature

07/30/98

Date Signed

Copy (#1)

**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 28th day of May, 1998, by NATIONSBANK, N.A., successor-in-interest by merger to NationsBank of Texas, N.A., a national banking association, as Agent for itself and the other financial institutions (the "Lenders") party to the Credit Agreement described below ("Agent"), and has reference to the following facts:

WHEREAS, WHITTAKER CORPORATION, a Delaware corporation (the "Borrower"), Agent, and the Lenders executed that certain Amended and Restated Credit Agreement dated April 10, 1996 (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, Agent was granted a security interest in certain licenses, patents, patent applications, copyrights, trademarks, trademark applications, trade names, assumed names, service marks and service mark applications, and all books and records evidencing or containing information regarding or otherwise pertaining to any of the foregoing (collectively, the "Intellectual Property Collateral"), under that certain Confirmation and Grant of Security Interest in Intellectual Property dated as of June 7, 1996, executed by the Borrower, Xyplex, Inc., and Whittaker Communications, Inc. for the benefit of Agent (the "Security Agreement");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office as of August 28, 1996 (a) at Reel 8119, Frame 0039, against the patents listed in the schedule thereto and (b) at Reel 1500, Frame 0006, against the trademarks listed in the schedule thereto; and

WHEREAS, Agent has received consideration for a full and complete release of the security interest in and liens on a portion of the Intellectual Property Collateral, and now wishes to release such security interest and liens in the patents listed on Exhibit A hereto and the trademarks listed on Exhibit B hereto (such patents and trademarks are hereinafter collectively referred to as the "Released Collateral");

NOW THEREFORE, Agent represents and agrees as follows:

1. Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Released Collateral, including its security interest in and liens on the Released Collateral and all other rights with respect to the Released Collateral, and reconveys and assigns any and all right, title and interest that it may have in and to the Released Collateral.
2. Agent represents and warrants that it has not exercised any of the rights with respect to the Released Collateral available to it under the Security Agreement. Agent represents and

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warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Released Collateral, and that it has not used or sublicensed any of the Released Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate and reconvey the irrevocable rights in the Released Collateral conveyed to Agent.

4. Agent agrees that hereafter it will not take any action with respect to the Released Collateral.

**IN WITNESS WHEREOF**, Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

NATIONSBANK, N.A., successor-in-interest by merger to NationsBank of Texas, N.A.

By: William E. Livingston, IV  
Name: William E. Livingston, IV  
Title: Senior Vice President

STATE OF TEXAS

§

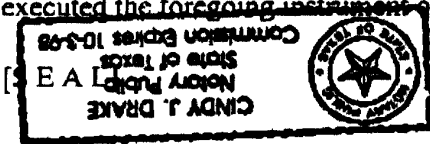
ss:

COUNTY OF DALLAS

§

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On the 24th day of May 1998, before me personally came William E. Livingston, IV to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of NATIONSBANK, N.A., successor-in-interest by merger to NationsBank of Texas, N.A., who executed the foregoing instrument on behalf of NATIONSBANK, N.A.



Cindy J. Drake  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_  
Printed Name of Notary Public

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05211998 v1  
AMiro:9766-392

**EXHIBIT "A"**  
to  
**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**  
**PATENTS**

**1. Whittaker Corporation**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Explosion Discharge Valve	4,084,602	04/18/78
Anti-Radar Means & Techniques	4,173,018	10/30/79
High Solids Polyester Resin-Based Coating Composition and Method of Making Same	4,181,638	01/01/80
Modular Alarm System	4,204,201	05/20/80
Optical Flame and Explosion Detection System and Method	4,220,857	09/02/80
Voice Encryption System	4,232,194	11/04/80
Method of Preparing Improved Imbibitive Polymer	4,269,959	05/26/81
Radiation Detector for Use in Nuclear Reactors	4,288,291	09/08/81
Wall Assemblies	4,312,166	01/26/82
Method for Selecting Warhead Fragment Size	4,312,274	01/26/82
Electrically Sealed Connector and Cable Assembly	4,441,777	04/10/84
Self-Feeding Cable Stripper	4,452,105	06/05/84
Radiation Compensator for Gas Sensors	4,498,049	02/05/85

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<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Weatherproof Hermetically Sealed Connector Device	4,540,230	09/10/85
Weatherproof Positive Lock Sealed Connector	4,545,633	10/08/85
Fault Tolerant Controller	4,598,355	07/01/86
Variable Speed Integrator	4,673,031	06/16/87
Hermetically Sealed Connector Device	4,691,080	09/01/87
Temperature Monitoring Apparatus and Method Therefor	4,828,401	05/09/89
Linear Fire Extinguisher	4,854,389	08/08/89
Method of Detecting A Fire of Open Uncontrolled Flames	4,866,420	09/12/89
Smoke Detector with Improved Testing	4,870,394	09/26/89
Strain Relief and Connector-Cable Assembly Bearing the Same	4,874,331	10/17/89
Linear Fire Extinguisher	4,938,293	07/03/90
Zero Force Fire Extinguisher	5,088,560	02/18/92
Dual Linear Fire Extinguisher	5,115,867	05/26/92
Compact and Lightweight Pneumatic Pressure Detector for Fire Detection with Integrity Switch	5,136,278	08/04/92
Pressurized Extinguishant Release Device with Rolling Diaphragm	5,458,202	10/17/95

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	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
2.	<b>Whittaker Communications Inc.</b>		
	Multiple Channel Data Communications Systems	RE32,327	01/06/87
	Multiple Channel Data Communications Systems	4,365,331	12/21/82
	Multiple Channel Data Communications Systems	4,521,891	06/04/85
	Method and an Apparatus For Early Bit Collision Detection	4,639,921	01/27/87
	Bridge System For Connecting Networks	4,797,881	01/10/89
	System and Method for Bridging Local Area Networks Using Concurrent Broadband Channels	4,897,841	01/30/90

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**EXHIBIT "B"**  
**to**  
**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**  
**TRADEMARK REGISTRATIONS**

**1. Whittaker Corporation**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PLEOGEN	692,997	01/27/59
W and Design	753,198	07/23/63
WHITTAKER (Stylized)	871,081	06/17/69
MIPS and Design	1,051,741	11/02/76
VIBRA STOP	1,100,593	08/29/78
W (Stylized)	1,102,527	09/19/79
WHITTAKER (Stylized)	1,126,336	10/30/79
WHITTAKER CONTROLS	1,150,214	04/07/81
OTI and Design	1,345,728	07/02/85
QLN	1,403,879	08/05/86

**2. Whittaker Communications Inc.**

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE SOLUTION EXCHANGE	1,985,711	07/09/96
MONET	1,759,558	03/23/93
ENTERPRISE HUB	1,895,921	05/10/95
THE SOLUTION EXCHANGE	1,978,672	06/94/96

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## TRADEMARK APPLICATIONS

### 1. Whittaker Corporation

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
WHITTAKER	74/627,472	01/30/95
WHITTAKER	74/649,134	03/20/95
WHITTAKER - TOMORROW'S SOLUTIONS TODAY	74/708,983	07/20/95

### 2. Whittaker Communications, Inc.

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
THE WHITTAKER SOLUTION EXCHANGE	74/700,050	07/11/95

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