

Handwritten: 2-24-99



To the Honorable Commissioner of Patent

100973769

and original documents or copy thereof.

1. Name of conveying party(ies):

Moog Inc.

- Individual(s)
- General Partnership
- Corporation-State of New York
- 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: November 24, 1998

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

Name: Marine Midland Bank, Agent

Street Address: One Marine Midland Center

City: Buffalo State: NY ZIP: 14203

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of 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) and address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark No.(s)

1,088,046
1,146,623
2,120,788
2,122,687
1,753,612

Additional Numbers attached? Yes No

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

Name: Martin G. Linihan, Esq.

Hodgson, Russ, Andrews, Woods & Goodyear

Internal Address: Intellectual Property Law Section

Street Address: 1800 One M&T Plaza

City: Buffalo State: NY ZIP: 14203

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2442

(Attach duplicate copy of this page if paying by deposit account)

02/25/1999 DCDATES 00000111 1000046

01 FC:481
02 FC:482

40.00 DP
100.00 DP

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.

Martin G. Linihan, Reg. No. 24,926

Name of Person Signing

Signature

February 23, 1999

Date

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

21

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

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Agreement is made as of the 30th day of November, 1998 between Moog Inc., a New York business corporation having its chief executive office at Jamison Road and Seneca Street, East Aurora, New York 14052-0018, (the "Debtor") and Marine Midland Bank, a New York banking corporation having its chief executive office at One Marine Midland Center, Buffalo, New York 14203, as agent for the lenders under the Loan Agreement, as hereinafter defined, for the ratable benefit of such lenders and for its benefit as such agent (as such agent for such ratable benefit and for its benefit, the "Secured Party"). In consideration of any such lender heretofore or hereafter extending or agreeing to extend any credit or other financial accommodation to the Debtor pursuant to such Loan Agreement, and for other valuable consideration, the receipt of which is acknowledged, the Debtor agrees with the Secured Party as follows:

1. Definitions. In this Agreement:

a. Associated Goodwill. "Associated Goodwill" means all goodwill of the Debtor and its business, products and services now or hereafter appurtenant to, associated with or symbolized by any of the Trademarks or the use of any thereof.

b. Collateral. The "Collateral" means collectively, wherever located, whether now owned or hereafter acquired by the Debtor and whether or not subject to Article 9 of the Uniform Commercial Code, (i) all Pledged Trademarks, (ii) all direct or indirect options and rights arising or accruing pursuant to or otherwise relating to, additions to, extensions, renewals, modifications and replacements of, royalties and other income and payments on account of and Proceeds and other proceeds of any replacement, release, surrender, discharge, exchange, conversion, assignment or other transfer, collection or sale or other disposition of or exercise of any option or right relating to any of the Pledged Trademarks, whether arising or accruing from any action taken by the Debtor or the Secured Party or otherwise, (iii) all Proceeds, other proceeds and Products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) all records (including, but not limited to, computerized records), technical information and data relating to any of the things referred to in clauses (i), (ii) and (iii) of this sentence.

c. Loan Agreement. The "Loan Agreement" means a Corporate Revolving and Term Loan Agreement, dated as of November 30, 1998, among certain lenders, HSBC Securities, Inc., as arranger, Marine Midland Bank, as agent for such lenders, and the Debtor, as such Corporate Revolving and Term Loan Agreement may hereafter be amended, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time.

d. Obligations. The "Obligations" means collectively, whether arising or accruing prior or subsequent to any commencement of any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute and whether or not allowed as a claim in any such case or other proceeding, (i) all obligations to the Secured Party or any Lender for the payment of any money (whether for the payment of any principal, interest, fee, charge, premium, cost or expense or otherwise) or the performance of any other obligation, now existing or hereafter arising or accruing, that have been heretofore or are hereafter incurred by the Debtor, any direct or indirect successor of the Debtor or any direct or indirect assignee or other transferee of all or substantially all of the assets of the Debtor, pursuant to or in connection with (A) the Loan Agreement or (B) any other agreement, instrument or other writing heretofore or hereafter executed and delivered to the Secured Party or any Lender pursuant to or in connection with the Loan Agreement (including, but not limited to, this Agreement and any other Loan Document), as such other agreement, instrument or other writing may hereafter be amended at any time, and (ii) all obligations hereafter arising or accruing as a result of any extension, renewal, refinancing or other modification or replacement of any obligation referred to in clause (i) of this sentence.

e. Other Collateral. "Other Collateral" means, other than the Collateral, (i) any collateral, subordination, guaranty, endorsement or other security or assurance of payment now or hereafter securing the payment of or otherwise applicable to any of the Obligations or (ii) any obligation of the Secured Party or any Lender now or hereafter available for setoff against any of the Obligations in accordance with the terms of the Loan Agreement or any other agreement, instrument or other writing relating to any of the Obligations.

f. Other Obligor. "Other Obligor" means, other than the Debtor, any Person who or that is now or hereafter liable, whether directly or indirectly or absolutely or contingently, for the payment of any of the Obligations.

g. Pledged Trademarks. "Pledged Trademarks" means collectively, all of the Debtor's right, title and interest in and to all of the Trademarks, Trademark Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill and Related Assets.

h. Related Assets. "Related Assets" means collectively all assets, rights and interests of the Debtor that reflect or embody the Associated Goodwill, including, but not limited to, the following:

i. all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing, production, delivery and quality control procedures, product and service specifications, catalogs, price lists and advertising materials relating to the manufacture, production, delivery, provision or sale of goods or services under or in association with any of the Trademarks; and

ii. the following documents and other things in the possession or under the control of the Debtor, or subject to its demand for possession or control, relating to the production, delivery, provision or sale by the Debtor, or any affiliate, franchisee, licensee or contractor of the Debtor, of products or services sold by or under the authority of the Debtor in connection with any of the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date of this Agreement:

(A) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customer, dealer or distributor of the Debtor, or any affiliate, franchisee, licensee or contractor of the Debtor, for products or services sold under or in connection with any of the Trademarks or Trademark Rights, including, but not limited to, all lists and documents containing information regarding each such customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(B) all agreements (including, but not limited to, franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with any of the Trademarks or Trademark Rights;

(C) all agreements and documents relating to the identity and locations of all sources of supply, and all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with any of the Trademarks or Trademark Rights; and

(D) all agreements and documents constituting or concerning the present or future advertising and promotion, or proposed advertising and promotion, by the Debtor

or any affiliate, franchisee, licensee or contractor of the Debtor, of products or services sold or to be sold under or in connection with any of the Trademarks or Trademark Rights.

i. Security Interest. "Security Interest" means any security interest or other lien granted or otherwise created pursuant to the first sentence of Section 2 of this Agreement.

j. Trademarks. "Trademarks" means collectively all of the federal and state trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to any of the products, services or businesses of the Debtor that (i) are listed on Exhibit A attached to and made a part of this Agreement (as such Exhibit A may hereafter be amended at any time), (ii) are otherwise now owned, held or used by the Debtor in the Debtor's business or with the Debtor's products and services or (iii) are hereafter adopted, acquired, owned, held or used by the Debtor in the Debtor's business or with the Debtor's products and services.

k. Trademark Registrations. "Trademark Registrations" means collectively all past, present and future federal and state registrations of any of the Trademarks, and all past, present and future applications for any such registrations and all such registrations thereof upon approval of any such applications, together with all rights (but not any obligation) to apply for such registrations and prosecute such applications in the name of the Debtor or the Secured Party, and to take all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

l. Trademark License Rights. "Trademark License Rights" means collectively all past, present and future rights and interests of the Debtor pursuant to any past, present or future franchising or licensing agreement in favor of the Debtor, or to which the Debtor was, is or shall be a party, pertaining to any of the Trademarks, Trademark Registrations or Trademark Rights heretofore or hereafter owned or used by third parties, including, but not limited to, any right (but not any obligation) in the name of the Debtor or the Secured Party to enforce, and sue and recover for, any breach or violation of any such agreement to which the Debtor was, is or shall be a party.

m. Trademark Rights. "Trademark Rights" means collectively all past, present and future rights in, to or associated with any of the Trademarks, whether arising or accruing under any federal or state statute, regulation or other

law or otherwise, including, but not limited to, (i) all such rights arising or accruing out of or associated with any of the Trademark Registrations, (ii) all rights (but not any obligation) to register claims under any federal or state trademark statute, regulation or other law, (iii) all rights (but not any obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or the Secured Party for any past, present or future infringement or dilution of or any other damages or injury to any of the Trademarks or Associated Goodwill, or to any of the rights referred to in clauses (i) and (ii) of this sentence, (iv) all rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury and (v) the Trademark License Rights.

n. Uniform Commercial Code. "Uniform Commercial Code" means the Uniform Commercial Code of the State of New York as in effect on the date of this Agreement.

o. Uniform Commercial Code and Loan Agreement Terms. Each of the following terms has the meaning given it for purposes of Article 9 of the Uniform Commercial Code: (i) Account Debtor, (ii) General Intangible, (iii) Proceeds and (iv) Products. Each of the following terms has the meaning given it for purposes of the Loan Agreement: (i) Event of Default, (ii) Lender or Lenders, (iii) Net Proceeds, (iv) Permitted Lien and (v) Person.

p. use. "use" means, with respect to any Trademark, all uses of such Trademark by, for or in connection with the Debtor or its business or for the direct or indirect benefit of the Debtor or its business, including, but not limited to, all such uses by the Debtor itself, or by any affiliate, franchisee, licensee or contractor of the Debtor.

2. Grant of Security Interest. To secure the payment and performance of the Obligations, the Debtor grants to the Secured Party a security interest in and assigns, pledges and hypothecates to the Secured Party the Collateral. Each Security Interest is a continuing, absolute and unconditional security interest or other lien.

3. Reinstatement of Obligations. Each portion of the Obligations heretofore or hereafter paid or satisfied by any of the Collateral, or any money or Other Collateral, heretofore or hereafter received, applied or retained by the Secured Party or any Lender and later recovered from the Secured Party or such Lender as a result of any claim, (including, but not limited to, any claim involving any allegation that any money constituted trust funds or that the receipt, application or retention of any

of the Collateral or any money or Other Collateral or the grant, perfection or other creation or protection of any security interest in or other lien on any of the Collateral or any Other Collateral constituted a preference or fraudulent conveyance or transfer), however asserted and whether now existing or hereafter arising or accruing, shall be reinstated as part of the Obligations for purposes of this Agreement as of the date it originally arose or accrued.

4. Covenants.

a. Affirmative Covenants. The Debtor shall

(i) maintain complete and accurate Records relating to the Collateral, (ii) before the end of any applicable grace period, pay each tax, assessment, fee and charge (including, but not limited to, each registration renewal fee, maintenance fee and annuity) imposed by any government or political subdivision upon any of the Collateral, any ownership, possession, use or sale or other disposition of any of the Collateral, this Agreement or any agreement, instrument or other Record evidencing any of the Collateral or any of the Obligations, except (A) as otherwise permitted pursuant to Section 7i of the Loan Agreement or (B) with respect to any of the Collateral that is not of commercial importance to the Debtor's business, (iii) assume complete responsibility for the prosecution, defense and enforcement of any of the Collateral or any right relating thereto, and for the taking of any necessary action in connection therewith, and in furtherance thereof, except with respect to any of the Collateral that is not of commercial importance to the Debtor's business, (A) prosecute diligently any now or hereafter pending trademark registration application relating to or included in any of the Trademarks and (B) preserve and maintain all rights in the Trademarks and Trademark Registrations, and, in connection therewith, file appropriate declarations of use, renewal applications and other instruments, and take all other necessary actions, to maintain the Trademark Registrations in full force and effect, (iv) defend the Collateral against each demand, claim, counterclaim, setoff and defense asserted by any Person other than the Secured Party (including, but not limited to, any Account Debtor) except for Permitted Liens and (v) notify the Secured Party during the first thirty days of each calendar quarter if the Debtor shall have obtained during the immediately preceding calendar quarter any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right included in the Collateral that is of commercial importance to the Debtor's business.

b. Negative Covenants. The Debtor shall not

(i) sell or otherwise dispose of any of the Collateral or any interest in any of the Collateral (unless any Net Proceeds of any

such sale, lease or other disposition are applied in accordance with the requirements of Sections 2f and 4f of the Loan Agreement) except that the Debtor may, prior to the occurrence or existence of any Event of Default and in the ordinary course of business, (A) give to any customer any right or technical data included in the Collateral that it shall deem necessary to give to such customer and (B) enter into any licensing agreement with any Person giving rise to any Trademark License Rights or (ii) upon or at any time after any occurrence or existence of any Event of Default, unless consented to by the Secured Party, (A) enforce, extend, renew, refinance or otherwise modify or replace, request, demand, accept, collect or otherwise realize upon, compromise, cancel, discharge, subordinate, accelerate, give any receipt, release or discharge relating to, commence, prosecute or settle any action or other legal proceeding relating to, waive or forbear from exercising any right or remedy relating to or otherwise adversely affect any obligation of any Account Debtor or other Person relating to any of the Collateral or (B) agree or otherwise incur any obligation to do anything described in clause (iii)(A) of this sentence.

c. Additional Covenants Triggered by Request of Secured Party. Promptly upon the reasonable request of the Secured Party, the Debtor shall (i) execute and deliver to the Secured Party each financing statement, amendment of any financing statement, instrument of assignment and other writing (including, but not limited to, each amendment of this Agreement and each additional security agreement), and take each other action, requested by the Secured Party to perfect or maintain the validity, perfection or priority of any Security Interest, otherwise protect the interest of the Secured Party in any of the Collateral, whether under applicable law or otherwise, verify any of the Collateral or otherwise accomplish any purpose of this Agreement, (ii) provide to the Secured Party or any Lender all information requested by the Secured Party and relating to any of the Collateral and (iii) upon or at any time after any occurrence or existence of any Event of Default, enter into each warehousing, lockbox or other custodial arrangement with respect to any of the Collateral requested by the Secured Party.

5. Power of Attorney. The Debtor irrevocably and unconditionally appoints the Secured Party as the attorney-in-fact of the Debtor, with full power of substitution and revocation, to take upon or at any time after any occurrence or existence of any Event of Default, in the name of the Debtor or otherwise, each action relating to any of the Collateral that the Debtor could take (including, but not limited to, (a) endorsing, or executing and delivering any financing statement, amendment of any financing statement, instrument of assignment or other writing relating to, any of the Collateral,

(b) taking any action described in clause (ii) of Section 4b of this Agreement and (c) taking any action to perfect or maintain the validity, perfection or priority of any Security Interest, otherwise protect the interest of the Secured Party in any of the Collateral, whether under applicable law or otherwise, or otherwise accomplish any purpose of this Agreement), except that, until any notice of intention to do so is given by the Secured Party to the Debtor, the Secured Party may not, as such attorney-in-fact, except as expressly permitted by this Agreement, sell or otherwise dispose of any of the Collateral. The power of attorney given pursuant to the preceding sentence is coupled with an interest in favor of the Secured Party.

6. Certain Rights, Remedies and Duties.

a. Rights and Remedies Pursuant to Applicable Law. With respect to the Collateral, the Secured Party shall have, but shall not be obligated to exercise, each applicable right and remedy pursuant to applicable law (including, but not limited to, the Uniform Commercial Code) or this Agreement.

b. Additional Rights Without Event of Default. The Secured Party shall have the right, but shall not be obligated, to (i) after giving prior notice to the Debtor, file, register or record in any public office, without the signature of the Debtor and signed, if necessary, by the Secured Party, each financing statement or amendment of any financing statement, and each security agreement, instrument of assignment or other writing (including, but not limited to, this Agreement or any notice thereof), relating to any of the Collateral or any Security Interest that the Secured Party desires to file, register or record, (ii) verify through the Debtor any of the Collateral in any manner or through any medium, whether directly with any Account Debtor or other Person obligated with respect thereto or otherwise, (iii) without the signature or further approval of the Debtor, amend Exhibit A attached to and made a part of this Agreement to refer to any of the Collateral not described thereon, and (iv) after giving prior notice to the Debtor, transfer to or register in the name of the Secured Party or any nominee of the Secured Party any of the Collateral so that the Secured Party appears as the sole owner of record thereof, whether such transfer or registration is made with or without reference to this Agreement or any Security Interest.

c. Additional Rights Upon or After Event of Default. Upon or at any time after any occurrence or existence of any Event of Default, the Secured Party shall have the right, but shall not be obligated, to (i) perform each obligation of the Debtor pursuant to this Agreement, (ii) without any judicial process but without any breach of the peace, (A) enter upon each

premises of the Debtor and (B) take possession of and remove from each such premises any of the Collateral, (iii) without the payment of any compensation of any kind, use each General Intangible (including, but not limited to, each trademark, service mark, trade name, patent, copyright, license and franchise) of the Debtor, whether or not included in the Collateral, to the extent of the rights of the Debtor therein, for the purpose of exercising any right or remedy of the Secured Party pursuant to this Agreement or arising or accruing as a result of this Agreement, and, to such extent for such purpose, the Debtor irrevocably grants the Secured Party a license in each such General Intangible, and (iv) notify each Account Debtor or other Person obligated with respect to any of the Collateral of the interest of the Secured Party therein, direct such Account Debtor or other Person to make each payment with respect thereto directly and solely to the Secured Party and take control of all Proceeds and other proceeds thereof.

d. Standards for Sale or Other Disposition in Commercially Reasonable Manner. If upon or at any time after any occurrence or existence of any Event of Default the Secured Party opts for any sale or other disposition of any of the Collateral, (i) no restriction on the prospective purchasers in such sale or other disposition or other restriction on any aspect of such sale or other disposition (including, but not limited to, the advertising or conduct thereof), imposed by the Secured Party in order to comply with applicable law (including, but not limited to, any banking statute) shall be a factor in determining such sale or other disposition to have been made in other than a commercially reasonable manner, and (ii) such sale or other disposition shall not be determined to have been made in other than a commercially reasonable manner solely by reason of its not being a public sale.

e. Application of Proceeds. The Secured Party shall apply all proceeds received by the Secured Party from any collection or sale or other disposition of or other recovery upon or otherwise on account of any of the Collateral first to liabilities, costs and expenses described in Sections 8 and 9 of this Agreement and then to the remainder of the Obligations, whether due or not due, in any order determined by the Secured Party.

7. Standards of Care. The Secured Party shall be deemed to have exercised reasonable care in the custody or preservation of any of the Collateral that is transferred to or registered in the name of the Secured Party or any nominee of the Secured Party if (a) the treatment thereof by the Secured Party is substantially equal to the treatment by similarly situated secured parties in the banking industry of assets of a similar

nature or (b) the Secured Party takes any action in the custody or preservation thereof reasonably specified by the Debtor in a written notice received by the Secured Party in a reasonable time to evaluate and take such action; provided, however, that (i) any failure to take such action shall not of itself be deemed to be a failure to exercise such reasonable care, (ii) in no event shall the Secured Party be obligated to take such action if the Secured Party determines that doing so would or might have any material adverse effect on the value of the Collateral or otherwise be incompatible with any provision or purpose of this Agreement and (iii) in no event shall the Secured Party be obligated to (A) preserve any right or remedy against any prior party obligated pursuant to any of the Collateral, whether or not in the possession or under the control of the Secured Party, (B) ascertain or notify the Debtor of any filing, registration, application or renewal requirement or similar matter relating to any of the Collateral, whether or not the Secured Party has knowledge thereof, or (C) provide to the Debtor any notice or other communication received by the Secured Party or any nominee of the Secured Party and relating to any of the Collateral.

8. Expenses. The Debtor shall pay to the Secured Party on demand each cost and expense (including, but not limited to, if the Secured Party retains counsel for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) hereafter incurred by the Secured Party in (a) searching for, filing, registering, recording or obtaining any information relating to any financing statement, amendment of any financing statement, security agreement, instrument of assignment or other Record relating to any of the Collateral or any Security Interest or otherwise obtaining any information relating to the Debtor or any of the Collateral, (b) taking any action pursuant to this Agreement or in connection with the custody or preservation of any of the Collateral or (c) endeavoring to (i) enforce any obligation of the Debtor pursuant to this Agreement or preserve or exercise any right or remedy of the Secured Party or any Lender pursuant to this Agreement or arising or accruing as a result of this Agreement or (ii) preserve or exercise any right or remedy relating to, take possession of or collect, sell or otherwise dispose of or otherwise realize upon any of the Collateral. After thirty days after such demand for the payment of any cost or expense incurred by the Secured Party in performing any obligation of the Debtor pursuant to clause (ii), (iii) or (iv) of Section 4a of this Agreement, the Debtor shall pay interest on the portion of such cost or expense remaining unpaid at an annual rate that will each day be equal to the lesser of (a) the rate then or last applicable to prime rate-based borrowings under the Loan Agreement or (b) the highest rate permitted by applicable law.

9. Indemnification. The Debtor shall indemnify the Secured Party, each Lender and each officer, employee, accountant, attorney and other agent of the Secured Party or such Lender on demand, without any limitation as to amount, against each liability, cost and expense (including, but not limited to, if the Secured Party or such Lender retains counsel for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) heretofore or hereafter imposed on, incurred by or asserted against the Secured Party, such Lender or such officer, employee, accountant, attorney or other agent as a result of any claim (including, but not limited to, any claim involving any allegation of (a) any violation of applicable law (including, but not limited to, any environmental or criminal statute) or (b) any liability of the type described in the fourth sentence of Section 14e of this Agreement), however asserted and whether now existing or hereafter arising or accruing, arising out of any ownership, possession, use, operation or sale or other disposition of any of the Collateral except to the extent that such liability, cost or expense results from the gross negligence or wilful misconduct of such Lender.

10. Termination. This Agreement shall remain in full force and effect until and shall terminate only upon (a) the termination of the agreement of each Lender to extend credit pursuant to the Loan Agreement and (b) the final and indefeasible payment in full of (i) the Obligations, (ii) each cost and expense that the Debtor is obligated to pay pursuant to Section 8 of this Agreement and (iii) each liability, cost and expense that the Debtor is obligated to pay pursuant to Section 9 of this Agreement.

11. Representations and Warranties. The Debtor represents and warrants to the Secured Party:

a. Questionnaire. Each answer contained in any questionnaire submitted by or on behalf of the Debtor to the Secured Party in connection with this Agreement is complete and accurate in each material respect.

b. Actions with Respect to Collateral. Except as heretofore disclosed by the Debtor to the Secured Party in writing, the Debtor has not (i) sold or otherwise disposed of any of the Collateral that is of commercial importance to the Debtor's business or any interest in any of such Collateral or (ii) extended, renewed, refinanced or otherwise modified or replaced, compromised, canceled, discharged, subordinated, accelerated, waived, forborne from exercising any right or remedy relating to or otherwise adversely affected any obligation of any Account Debtor or other Person relating to any of such Collateral.

c. Trademarks, Trademark Registrations, Trademark Rights and Other General Intangibles. Each Trademark, Trademark Registration, Trademark Right and other General Intangible included in the Collateral is or, if not now existing, will be genuine, in all respects what it purports to be and enforceable in accordance with its terms against each Account Debtor or other Person obligated with respect thereto, subject to no demand, claim, counterclaim, setoff or defense except for any Permitted Lien.

d. Information as to Trademarks. Exhibit A attached to and made a part of this Agreement contains a complete and accurate description of all Trademarks and Trademark Registrations, owned by the Debtor or in which the Debtor has any right, title or interest as of the date of this Agreement and that are of commercial importance to the Debtor's business, no claim has been made that the use of any of the Trademarks violates or may violate any right of any Person and, to the best of the Debtor's knowledge after due inquiry, there is no infringement by any Person of any of the Trademarks, Trademark Registrations or Trademark Rights.

12. Certain Consents and Waivers.

a. Consents. Except to the extent expressly provided in this Agreement, this Agreement shall not be modified or terminated, no Security Interest, no obligation of the Debtor pursuant to this Agreement and no right or remedy of the Secured Party pursuant to this Agreement or arising or accruing as a result of this Agreement shall be impaired or otherwise adversely affected, and no such right or remedy shall be waived, by any act, omission or other thing, whether heretofore occurred or hereafter occurring. The Debtor knowingly, voluntarily, intentionally and irrevocably consents, without any notice, to each act, omission and other thing, whether heretofore occurred or hereafter occurring, that would or might, but for such consent, modify or terminate this Agreement, impair or otherwise adversely affect any such obligation, right or remedy or operate as a waiver of any such right or remedy. Without limiting the generality of the preceding two sentences, this Agreement shall not be modified or terminated by, no such obligation, right or remedy shall be impaired or otherwise adversely affected by, no such right or remedy shall be waived by, and such consent shall apply to, whether heretofore occurred or hereafter occurring, (i) any extension, renewal, refinancing or other modification or replacement, assignment or other transfer, compromise, cancellation, discharge, invalidity, impairment, unenforceability or change in any term or condition of, defense with respect to or grant of any participation in any of the Obligations or, to the extent not included in the Obligations, any obligation of the

Debtor or any Other Obligor or other Person, (ii) any acceptance of any Other Obligor, (iii) any taking, increase or decrease in value, impairment or release of, collection or sale or other disposition of or other realization upon or failure or delaying to call for, take any property as, hold, preserve, protect, insure or collect, sell or otherwise dispose of or otherwise realize upon any of the Collateral or any Other Collateral, (iv) any failure or delaying to perfect, keep perfected or maintain the priority of any security interest in or other lien on any of the Collateral or any Other Collateral, (v) any exercise or waiver of, failure or delaying to exercise, forbearance from exercising or failure to give any notice prior to exercising any right or remedy of the Secured Party or any other Person relating to any of the Obligations, any of the Collateral or any Other Collateral or against the Debtor or any Other Obligor or other Person, (vi) any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute with respect to the Debtor or any Other Obligor or other Person, (vii) any failure of the Secured Party or any other Person to make, prove or vote any claim relating to any of the Obligations, any of the Collateral or any Other Collateral, or any failure of any such claim to be allowed, in any case or other proceeding pursuant to any bankruptcy, insolvency or similar statute, (viii) the Obligations being at any time or from time to time paid in full or reduced and then increased or exceeding any amount, (ix) any refusal or other failure of the Secured Party, any Lender or any other Person to grant any or any additional credit or other financial accommodation to the Debtor or any Other Obligor or other Person or provide to the Debtor any or complete and accurate information relating to any Other Obligor or other Person or the business, operations, assets, affairs or condition (financial or other) of any Other Obligor or other Person, (x) any notice to the Secured Party, any Lender or any other Person from any Other Obligor or other Person not to grant any or any additional credit or other financial accommodation to the Debtor or to take or not to take any other action, (xi) the acceptance by the Secured Party or any other Person of any agreement, instrument or other Record intended by the Debtor or any Other Obligor or other Person to create an accord and satisfaction with respect to any of the Obligations or, to the extent not included in the Obligations, any obligation of the Debtor or any Other Obligor or other Person, (xii) the manner or order of any collection or sale or other disposition of or other realization upon any of the Collateral or any Other Collateral, (xiii) the manner or order of application of any money applied in payment of any of the Obligations, (xiv) any change in the ownership, membership, location, business, name, identity or structure of the Debtor or any Other Obligor or other Person or (xv) the execution and

delivery to the Secured Party by any Other Obligor or other Person of any agreement or instrument providing any Other Collateral.

b. Waivers. The Debtor knowingly, voluntarily, intentionally and irrevocably waives, without any notice, each act and other thing upon which, but for such waiver, any Security Interest, any obligation of the Debtor pursuant to this Agreement or any right or remedy of the Secured Party pursuant to this Agreement or arising or accruing as a result of this Agreement would or might be conditioned. Without limiting the generality of the preceding sentence, no such obligation, right or remedy shall be conditioned upon, and such waiver shall apply to, (i) the acceptance of this Agreement by the Secured Party, (ii) any demand upon or presentment or protest to the Debtor or any Other Obligor or other Person, (iii) any exercise of any right or remedy of the Secured Party or any other Person relating to any of the Obligations, any of the Collateral or any Other Collateral or against the Debtor or any Other Obligor or other Person or (iv) any notice to the Debtor or any Other Obligor or other Person of the acceptance of this Agreement by the Secured Party, any incurring or nonpayment of any of the Obligations, any occurrence or existence of any event or condition of default relating to any of the Obligations, any of the Collateral or any Other Collateral, any decline in the value of any of the Collateral or any Other Collateral, any exercise of any right or remedy of the Secured Party or any other Person relating to any of the Obligations, any of the Collateral or any Other Collateral or against the Debtor or any Other Obligor or other Person, any action taken or not taken by the Secured Party or any other Person or any other matter.

13. Notices and Other Communications.

a. By Secured Party or any Lender to Debtor.

Each notice to, each demand upon, and each other communication to, the Debtor by the Secured Party or any Lender relating to this Agreement may be delivered or sent, and shall be deemed to have been sent, in the same manner as provided in Section 11 of the Loan Agreement for notices, demands and other communications relating to the Loan Agreement. Each requirement under applicable law of reasonable notice of any event by the Secured Party to the Debtor shall be deemed to have been met if a notice of such event is given by the Secured Party to the Debtor at least fifteen days before the date on or after which such event is to occur.

b. By Debtor to Secured Party or any Lender.

Each notice to, each demand upon, and each other communication to, the Secured Party or any Lender by the Debtor relating to

this Agreement may be delivered or sent, and shall be deemed to have been sent, in the same manner as provided in Section 11 of the Loan Agreement for notices, demands and other communications relating to the Loan Agreement.

14. Miscellaneous.

a. Reproductions. Each photographic or other reproduction of this Agreement or any financing statement relating to any of the Collateral shall be sufficient as a financing statement, and each such reproduction of any amendment of any such financing statement shall be sufficient as an amendment of a financing statement.

b. Inconsistencies With Loan Agreement. To the extent that any covenant contained in Section 4 of this Agreement is inconsistent with any covenant regarding the same subject matter contained in the Loan Agreement, such covenant contained in the Loan Agreement shall control.

c. Classified Programs. Notwithstanding any other provision of this Agreement, no provision of this Agreement shall operate to require the disclosure of any information relating to any classified program involving the United States Department of Defense in contravention of any restriction described in the second parenthetical contained in clause (vii) of Section 7h of the Loan Agreement or to require any party to a contract relating to any such classified program to be performed by the Debtor to accept performance by any other Person without any prior consent required under such classified program.

d. Effect on Other Agreements, Instruments and Records. The execution, delivery to the Secured Party and performance of this Agreement by the Debtor shall not amend or terminate any other agreement, instrument or other Record (including, but not limited to, any agreement, instrument or other Record granting or otherwise creating any security interest in or other lien on any of the Collateral or providing any Other Collateral) by which the Debtor or any Other Obligor or other Person is bound or impair or otherwise adversely affect any obligation of the Debtor or any Other Obligor or other Person pursuant to any such other agreement, instrument or other Record.

e. Obligations Relating to Collateral. The grant or other execution of any Security Interest shall not constitute any assignment by the Debtor to the Secured Party of any obligation of the Debtor relating to any of the Collateral. The Debtor shall remain obligated to perform each such obligation, and the Secured Party shall not be obligated to perform any such obligation, whether or not the Secured Party

exercises any right or remedy pursuant to this Agreement or arising or accruing as a result of this Agreement. Without limiting the generality of the preceding two sentences, neither the obligations to be performed by the Debtor nor the rights of the Debtor to perform under any contract are being assigned to the Secured Party by this Security Agreement, but any Security Interest in any such contract is being granted to give to the Secured Party rights to any moneys payable under such contract and in the Proceeds or other proceeds of such contract. In addition, without limiting the generality of the preceding three sentences and notwithstanding anything to the contrary contained in this Agreement, the Secured Party assumes no liability of the Debtor with respect to any claim regarding the Debtor's ownership or purported ownership of, or rights or purported rights arising or accruing from, any of the Collateral or any use, license or sublicense thereof, whether arising or accruing out of any past, present or future event, circumstance, act or omission or otherwise, and all such liabilities shall be exclusively borne by the Debtor. The only obligations of the Secured Party relating to the Collateral shall be, to the extent required by applicable law, to (i) exercise reasonable care in the custody or preservation of any of the Collateral that is transferred to or registered in the name of the Secured Party or any nominee of the Secured Party and (ii) upon and after the occurrence or existence of any Event of Default act in a commercially reasonable manner in exercising with respect to any of the Collateral any right or remedy pursuant to this Agreement or arising or accruing as a result of this Agreement.

f. Binding Effect. This Agreement shall be binding upon the Debtor and each direct or indirect successor and assignee of the Debtor and shall inure to the benefit of and be enforceable by the Secured Party and each direct or indirect successor and assignee of the Secured Party.

g. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement between the Secured Party and the Debtor with respect to the subject matter of this Agreement and supersedes each action heretofore taken or not taken, each course of conduct heretofore pursued, accepted or acquiesced in, and each oral or written agreement and representation heretofore made, by or on behalf of the Secured Party with respect thereto. No action heretofore or hereafter taken or not taken, no course of conduct heretofore or hereafter pursued, accepted or acquiesced in, no oral or written agreement or representation heretofore made, and no oral agreement or representation hereafter made, by or on behalf of the Secured Party shall amend or terminate this Agreement, impair or otherwise adversely affect any Security Interest, any obligation of the Debtor pursuant to this Agreement or any right or remedy

of the Secured Party pursuant to this Agreement or arising or accruing as a result of this Agreement or operate as a waiver of any such right or remedy. Except as otherwise provided in clause (iii) of Section 6b of this Agreement, no amendment of this Agreement or waiver of any such right or remedy shall be effective unless made in a writing duly executed by the Secured Party and the Debtor and specifically referring to such amendment or waiver.

h. Rights and Remedies Cumulative. All rights and remedies of the Secured Party pursuant to this Agreement or arising or accruing as a result of this Agreement shall be cumulative, and no such right or remedy shall be exclusive of any other such right or remedy.

i. Extent of Consents and Waivers. Each consent and waiver of the Debtor contained in this Agreement shall be deemed to have been given to the extent permitted by applicable law.

j. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

k. Governing Law. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York and the federal law of the United States without regard to the law of any other jurisdiction.

l. Consents and Waivers Relating to Legal Proceedings. Each of the Secured Party and the Debtor knowingly, voluntarily, intentionally and irrevocably (i) consents in each action and other legal proceeding in connection with this Agreement, any of the Obligations, any of the Collateral or any Other Collateral to the personal jurisdiction of any court that is either a court of record of the State of New York located in Erie County or a court of the United States located in the Western District of the State of New York and (ii) waives each objection to the laying of venue of any such action or other legal proceeding.

m. **Headings.** In this Agreement, headings of sections are for convenience of reference only and have no substantive effect.

15. **WAIVER OF TRIAL BY JURY.** THE DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ANY RIGHT THE DEBTOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER BASED ON ANY CONTRACT OR NEGLIGENCE, INTENTIONAL OR OTHER TORT OR OTHERWISE, IN CONNECTION WITH (A) THIS AGREEMENT, ANY OF THE OBLIGATIONS, ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL OR (B) ANY ACTION HERETOFORE OR HEREAFTER TAKEN OR NOT TAKEN, ANY COURSE OF CONDUCT HERETOFORE OR HEREAFTER PURSUED, ACCEPTED OR ACQUIESCED IN, OR ANY ORAL OR WRITTEN AGREEMENT OR REPRESENTATION HERETOFORE OR HEREAFTER MADE, BY OR ON BEHALF OF THE SECURED PARTY OR ANY LENDER IN CONNECTION WITH THIS AGREEMENT, ANY OF THE OBLIGATIONS, ANY OF THE COLLATERAL OR ANY OTHER COLLATERAL.

[THIS SPACE INTENTIONALLY LEFT BLANK]

The Debtor has caused this Agreement to be duly executed as of the date shown at the beginning of this Agreement.

MOOG INC.

By *Robert R. Banta*
Robert R. Banta, Executive Vice
President

ACKNOWLEDGMENT

STATE OF NEW YORK)
 : SS.
COUNTY OF ERIE)

On the *24th* day of November, in the year 1998, before me, the undersigned, a notary public in and for said state, personally appeared Robert R. Banta, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan C. Wiktorowski
Notary Public

SUSAN C. WIKTOROWSKI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires *9/6/2000*

EXHIBIT A

TRADEMARKS AND TRADEMARK REGISTRATIONS

I. FEDERAL

Registrations--

<u>Trademark</u> or <u>Service Mark</u>	<u>United States Patent and Trademark Office</u> <u>Registration No.</u>	<u>Registration Date</u>
MOOG (Oval Letter Logo)	1,088,046	03/28/1978
MOPAC	1,146,623	02/03/1981
SERVOJET	2,120,788	12/16/1997
SERVOJET AND DESIGN	2,122,687	12/23/1997
ATCHLEY CONTROLS	1,753,612	02/23/1993

Pending Applications--

<u>Trademark</u> or <u>Service Mark</u>	<u>United States Patent and Trademark Office</u> <u>Serial No.</u>	<u>Filing Date</u>
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NONE

II. STATE

Registrations--

<u>State</u>	<u>Trademark or</u> <u>Service Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Calif.	MONTEK	58,847	12/07/1978

Pending Applications--

<u>State</u>	<u>Trademark or</u> <u>Service Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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NONE

"Express Mail" mailing label

Number EI485219413US

Date of Deposit February 23, 1999

I hereby Certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

Martin G. Lynch
Name

Martin G. Lynch
Signature

consisting of recordation form cover sheet, Trademark Collateral Assignment And Security Agreement in connection with Registrations Nos. 1,058,046, 1,146,623, 2,120,788, 2,122,687 and 1,753,612 and recording fee payment