

MPD 8-15-99

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

03-19-1999



100989611

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

### 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 
  - Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country 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

FOR OFFICE USE ONLY

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:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20537

TRADEMARK  
REEL: 1870 FRAME: 0006

0328/18 000001B 100989611

**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)**

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**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.

ANN MARIE BRUSKI  
Name of Person Signing

Ann Marie Bruski  
Signature

3/15/99  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

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

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/AKA/TA

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)**

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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**REAFFIRMATION AND AMENDMENT OF  
TRADEMARK SECURITY ASSIGNMENTS**

This REAFFIRMATION AND AMENDMENT OF TRADEMARK SECURITY ASSIGNMENTS dated as of February 26, 1999 (this "Reaffirmation") of the Trademark Security Assignments, dated May 31, 1991 and September 16, 1991 (the "Existing Assignments"), is made by WIRE-PRO-INC., a Pennsylvania corporation and VIKING ELECTRONICS, INC., ("Viking" and collectively with Wire-Pro, the "Assignors"), a Delaware corporation, with a mailing address at 23 South Front Street, Salem, New Jersey in favor of FIRST UNION NATIONAL BANK, successor by merger to Delaware Trust Company (the "Assignee").

**BACKGROUND**

A. The Assignee and Wire-Pro are parties to a Loan Agreement dated as of May 31, 1991, as amended by a First Amendment to Loan Agreement dated as of September 16, 1991, a Second Amendment to Loan Agreement dated as of January 15, 1993, a Third Amendment to Loan Agreement dated as of November 22, 1993, a Fourth Amendment to Loan Agreement dated as of February 22, 1994, a Fifth Amendment to Loan Agreement dated as of July 13, 1994 a Sixth Amendment to Loan Agreement dated as of April 12, 1996, a Seventh Amendment to Loan Agreement dated as of October 23, 1996 and an Eighth Amendment to Loan Agreement dated as of November 7, 1997 (as amended, modified and/or extended the "Existing Loan Agreement"). Concurrently with the execution of the Fifth Amendment to Loan Agreement, Viking became a party to the Existing Loan Agreement. Pursuant to the Existing Loan Agreement the Assignee has made available to the Assignors certain credit facilities upon the terms and conditions specified in the Existing Loan Agreement.

B. Concurrently with the execution of this Reaffirmation, the Assignors and the Assignee are executing an Amended and Restated Loan Agreement (the "Loan Agreement") pursuant to which, among other things, the obligations of the Assignors under the Existing Loan Agreement have been amended and restated, and the Assignee has agreed to make certain credit facilities available to the Assignors and to the other borrowers named therein.

C. The Assignee is willing to grant the extensions of credit contemplated by the Loan Agreement only on the condition that the Assignors execute and deliver to the Assignee this Reaffirmation.

D. Capitalized terms used, but not defined herein shall have the meaning given such terms in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Amendments.

(a) All references in the Assignment to the "Loan Agreement" shall be deemed to refer to the Loan Agreement as such term is defined in the recitals hereof.

(b) Schedule A attached to and made a part of the Assignment is hereby amended and restated by adding the entries on Schedule A attached hereto.

2. Continuation of Assignment.

(a) The Assignors hereby confirm and acknowledge that the assignments made pursuant to Section 1 of the Existing Assignments, as amended and reaffirmed by this Reaffirmation, secures the Obligations of the Assignors under the Loan Agreement and the documents referred to therein as "Loan Documents," as the Loan Agreement may be further amended from time to time, in addition to any and all other obligations of the Assignors to the Assignee which are secured thereby.

(b) Except as expressly amended hereby, all of the terms and provisions of the Existing Assignments shall remain in full force and effect and are hereby ratified and confirmed. Wire-Pro hereby confirms that all representations and warranties set forth in the Existing Assignments are true and correct as of the date hereof, and there are no defaults thereunder.

3. Incorporation. All references to the Trademark Security Assignment in the Loan Agreement and any of the other documents executed in connection therewith shall be deemed to refer to the Existing Assignments as reaffirmed and amended through the date hereof and as it may be amended in the future. All references to the Loan Agreement in the Existing Assignments shall mean the Loan Agreement (as defined in the recitals hereof). All references to Loan Documents in the Existing Assignments, as amended by this Reaffirmation, shall have the meaning set forth in the Loan Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Reaffirmation as of the date first written above.

Attest:

WIRE-PRO, INC.

By: Henry Barber  
Title: SEK.

By: D. M. Edris  
Name: GERALD W. EDRIS  
Title: PRESIDENT

Attest:

VIKING ELECTRONICS, INC.

By: Henry Barber  
Title: SEK.

By: D. M. Edris  
Name: GERALD W. EDRIS  
Title: PRESIDENT

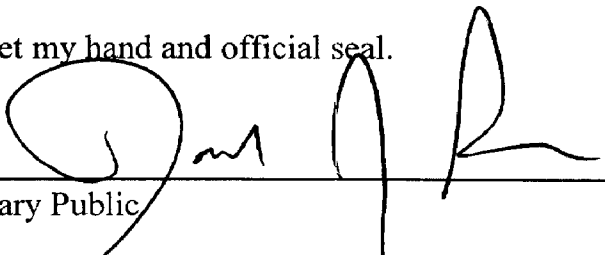
FIRST UNION NATIONAL BANK

By: James A. Gise  
James A. Gise  
Vice President

STATE OF NEW JERSEY  
~~COMMONWEALTH OF PENNSYLVANIA~~ :  
: SS.  
COUNTY OF Sherman :

On the 26 day of February, 1999, before me a Notary Public, the undersigned officer, personally appeared Genald W Edclis known to me (or satisfactorily proven) to be the President of WIRE-PRO, INC., a Pennsylvania corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

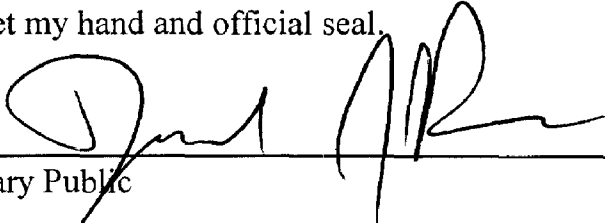
  
\_\_\_\_\_  
Notary Public

DAVID J. PUMA  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

~~COMMONWEALTH OF PENNSYLVANIA~~ :  
: SS.  
COUNTY OF SARUM :

On the 26 day of February, 1999, before me a Notary Public, the undersigned officer, personally appeared Bernard W Eddis known to me (or satisfactorily proven) to be the President of VIKING ELECTRONICS, a Delaware corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public

DAVID J. PUMA  
ATTORNEY AT LAW  
STATE OF NEW JERSEY



**SCHEDULE "A"**  
**TO TRADEMARK SECURITY ASSIGNMENT BETWEEN**  
**WIRE-PRO, INC., VIKING ELECTRONICS, INC.**  
**AND FIRST UNION NATIONAL BANK**

The following trademarks are added to Schedule A and made a part of the Assignment.

<u>Mark</u>	<u>County</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Renewal Date</u>
WPI	U.S.A.	1,960,400	3/5/96	3/5/2002
Thorkom	U.S.A.	878,115	10-7-69	10-7-2009
Design for Electrical Connector Aircraft Power Cable	U.S.A.	1,769,772	5-11-93	5-11-2003
Design for Electrical Connector Aircraft Power Cable	U.S.A.	1,774,079	6-1-93	6-1-2009
Viking and Design	U.S.A.	848,530	5-7-68	5-7-2008
Garry Precision Screw Machine	U.S.A.	1,923,076	9-26-95	9-26-2005
Mutron	U.S.A.	1,530,111	3-14-89	3-14-2009