

03-29-1999

HEET  
LY

Docket No.:

45400.0014



Tab settings

the attached original documents or copy thereof.

To the Honorable Commissioner of

100995125

1. Name of conveying party(ies):

UTMC Microelectronic Systems Inc.

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

Name: Fleet Bank, N.A., as Administrator

Internal Address: \_\_\_\_\_

Street Address: 300 Broad Hollow Road

City: Melville State: NY ZIP: 11747

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other national banking association

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: February 25, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/479,628

B. Trademark Registration No.(s)

1,668,904      1,843,491  
1,735,329  
1,740,356

Additional numbers attached?  Yes  No

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

Name: Karl M. Zielaznicki, Esq.

Internal Address: Parker Chapin Flattau & Klimpl, LLP

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved:.....

4

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

03/26/1999 JSHABAZZ 00000045 75479628

DO NOT USE THIS SPACE

01 FC:481      40.00 DP  
02 FC:482      100.00 DP

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.

Karl M. Zielaznicki, Esq.

Name of Person Signing

Signature

March 16, 1999

Date

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

7

3.00.99

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of February 25, 1999 (as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein, this "Agreement"), is by and between **UTMC Microelectronic Systems Inc.**, a Delaware corporation currently having an address at 4350 Centennial Boulevard, Colorado Springs, Colorado 80907 (the "Borrower") and **Fleet Bank, N.A.**, as **Administrator** (the "Administrator").

### WITNESSETH:

The Borrower entered into a Fourth Amended and Restated Loan and Security Agreement dated as of February 25, 1999 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Loan Agreement"), with **The Chase Manhattan Bank**, a New York State banking corporation currently having an address at 7600 Jericho Turnpike, Suite 306, Woodbury, New York 11797 ("Chase"), **Fleet Bank, N.A.**, as successor to (by merger with) NatWest Bank, N.A. (f/k/a National Westminster Bank USA), a national banking association currently having an address at 300 Broad Hollow Road, Melville, New York 11747 ("Fleet") (Chase, Fleet and their respective successors and assigns are collectively referred to herein as the "Banks"), and the Administrator, pursuant to which, in order to secure all of its obligations thereunder, the Borrower pledged, assigned, conveyed, transferred and delivered to the Administrator (for the benefit of all of the Banks) and granted to the Administrator (for the benefit of all of the Banks) a continuing security interest in and to (among other things), any and all of the Borrower's present and future Trademarks (as hereinafter defined) as security for the timely and full payment and satisfaction of the Obligations (as defined in the Loan Agreement) as and when due.

The Borrower and the Administrator have entered into this Agreement in order to confirm the security interests granted in such collateral, and to permit the recordation of this Agreement and those security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the Borrower), the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Administrator (for the benefit of all of the Banks), and grants to the Administrator (for the benefit of all of the Banks) a continuing security interest in and to, any and all of the trademarks, trademark licenses, trademark applications and trademark registrations of the Borrower listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world and the good will of the business to which each of those trademarks relates, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Borrower related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as the "Trademarks"). However, the Administrator has not assumed any of the obligations or other liabilities of the Borrower under or respecting the Trademarks, which remain the sole obligation of the Borrower.

The Borrower hereby authorized the Administrator to modify this Agreement (without the signature of the Borrower) by amending Schedule A hereto to include any and all future trademarks, trademark licenses, trademark applications and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Loan Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement and the other relevant Loan Instruments (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, and the Administrator shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the

Doc. No. 422934

**TRADEMARK**  
**REEL: 1874 FRAME: 0895**

Administrator's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, any other Loan Instrument or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Administrator may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement and other Loan Instruments; and may be terminated, modified, amended or restated only in a document executed by all of the parties hereto (except for amendments signed only by the Administrator as provided above).


**[End of Page]**

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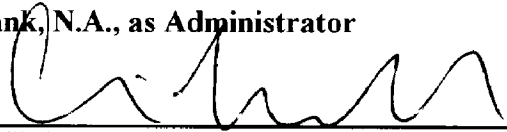
**TRADEMARK  
REEL: 1874 FRAME: 0896**

In Witness Whereof, the parties hereto have executed and delivered this Agreement as of the date first written above.

**UTMC Microelectronic Systems Inc.**

By:   
\_\_\_\_\_  
Charles T. Badlato, Assistant Secretary

**Fleet Bank, N.A., as Administrator**

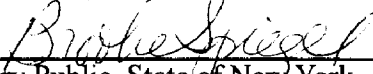
By:   
\_\_\_\_\_  
Christopher Mendelsohn, Vice President

Doc. No. 422934

**TRADEMARK**  
**REEL: 1874 FRAME: 0897**

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

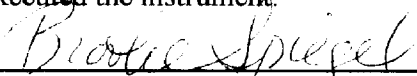
On the 18th day of February in the year 1999, before me, the undersigned, personally appeared **Charles T. Badlato**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity (i.e., as **Assistant Secretary**), and that by his signature on the instrument, the person upon behalf of which the individual acted (i.e., **UTMC Microelectronic Systems Inc.**) executed the instrument.

  
\_\_\_\_\_  
Notary Public, State of New York  
My Commission Expires:

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

STATE OF NEW YORK  
NOTARY PUBLIC  
BROOKE SPIEGEL  
2000 FEB 18 1999

On the 18th day of February in the year 1999, before me, the undersigned, personally appeared **Christopher Mendelsohn**, 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 (i.e., as a **Vice President**), and that by his signature on the instrument, the person upon behalf of which the individual acted (i.e., **Fleet Bank, N.A.**, as **Administrator**) executed the instrument.

  
\_\_\_\_\_  
Notary Public, State of New York  
My Commission Expires:

STATE OF NEW YORK  
NOTARY PUBLIC  
BROOKE SPIEGEL  
2000 FEB 18 1999

UTMC MICROELECTRONIC SYSTEMS INC.

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SYSTEMASIC (Stylized)	1,740,356	12/15/92
SUMMIT (Stylized)	1,843,491	07/05/94
RADSPEC	1,735,329	11/24/92
XDT	1,668,904	12/17/91

<u>Mark</u>	<u>Reg. No.</u>	<u>Filing Date</u>
SPACECARD	75/479,628	05/05/98

I hereby certify that this correspondence is being deposited  
with the United States Postal Service as first class mail in  
an envelope addressed: Commissioner of Patents & Trademarks,  
BOX ASSIGNMENTS, Washington, D.C. 20231, on--March 16, 1999  
Date of Deposit

Karl M. Zielaznicki

Attorney

Signature

March 16, 1999

Date of Signature