

05-11-1999

Form PTO-1594  
1-31-92

RE

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents

101037400

original documents or copy thereof

## 1. Name of conveying party(ies):

Communications Instruments, Inc.

- ☐ Individuals ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State: North Carolina  
☐ Other

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

## 3. Nature of conveyance:

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

Execution Date: March 19, 1999

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

A. Trademark Application No.(s)  
75/536,042Additional numbers attached? ☒ Yes ☐ No

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

Name: Kimberly MillerInternal Address: White & Case LLP[Andrew Walker - 1131634-0002]Street Address: 1155 Avenue of the AmericasCity: New York State: NY ZIP: 10036

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

Name: Bank of America National Trust and Savings Association

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

Street Address: 100 North Tryon StreetCity: Charlotte State: North Carolina ZIP: 28255

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation- Banking  
☐ 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

Trademark Registration No.(s)\

## 6. Total number of applications and registration involved

10

7. Total fee (37 CFR 3.41): ..... \$ 265.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account, in case of deficiency

## 8. Deposit account number:

(23-1705 in case of deficiency)

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

05/10/1999 DNGUYEN 00000339 75536042

01 FC:481

02 FC:482

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.

Kimberly V. Miller

Name of Person Signing

K. V. Miller

Signature

4/30/99

Date

Total number of pages comprising cover sheet:

2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**  
**Box Assignments**  
**Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Serial Number</u>	<u>Filing Date</u>
CII DESIGN	75/536042	8/13/98
CII TECHNOLOGIES	75/536041	8/13/98
ADVANCED CONTROL ELECTRONICS SOLUTIONS	75/536040	8/13/98
CII (Block Letters)	75/536038	8/13/98
BUBBA		
CZONKA		
SPUD		
MIDTEX	75/536035	8/13/98
PLUG-IN CONTRACTOR	75/536039	8/13/98
HI-G	75/536043	8/13/98

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Communications Instruments, Inc., a North Carolina corporation ("the Grantor") with principal offices at 1396 Charlotte Highway, Fairview, North Carolina 28730, hereby grants to Bank of America National Trust and Savings Association, as Collateral Agent, with principal offices at 100 North Tryon Street Street, Charlotte, North Carolina 28255 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS AGREEMENT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among Grantor, the other assignors from time to time party thereto and the Grantee, dated as of June 19, 1998, and amended and restated as of March 19, 1999 (as amended, restated and otherwise modified from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Agreement.

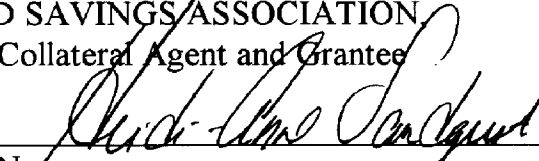
This Agreement has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 19th day of March, 1999.

COMMUNICATIONS INSTRUMENTS, INC.,  
as Grantor

By:   
Name: MICHAEL A. STEINBERG  
Title: PRESIDENT

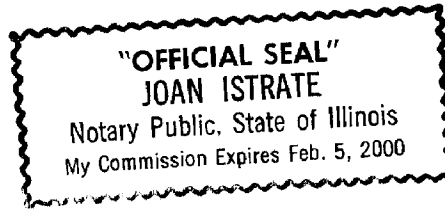
BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION  
as Collateral Agent and Grantee

By:   
Name: HEIDI-ANNE SANDQUIST  
Title: VICE PRESIDENT

STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

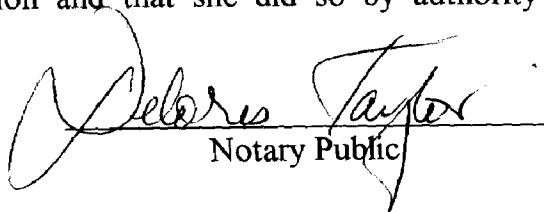
On this 19<sup>th</sup> day of March, 1999, before me personally came Michael A. Steinbach who, being by me duly sworn, did state as follows: that [s]he is President of Communications Instruments, Inc., that [s]he is authorized to execute the foregoing Agreement on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Joan Istrate  
Notary Public



STATE OF New York )  
COUNTY OF New York ) ss.:

On this 11<sup>th</sup> day of March, 1999, before me personally came Elizabeth R. Borow who, being by me duly sworn, did state as follows: that she is MANAGING Director of Bank of America National Trust and Savings Association, that she is authorized to execute the foregoing Agreement on behalf of said corporation and that she did so by authority of the Board of Directors of said corporation.

  
Notary Public

DELORES TAYLOR  
Notary Public, State of New York  
No. 01TA6010553  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires July 20, 2000

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