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07-06-1999

Docket No.:

JEL/J/259



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To the Honorable Commissioner of Patents and T

101084235

original documents or copy thereof.

1. Name of conveying party(ies):

ILC Dover, Incorporated
One Moonwalker Road
Frederica, Delaware 19946-2080

- ☐ Individual(s)
☐ General Partnership
☒ Corporation-State
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Collateral Assign & Security Agree. for Sub-Lic

Execution Date: December 27, 1996

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

Name: The Chase Manhattan Bank

Internal Address:

Street Address: 7600 Jericho Turnpike

City: Woodbury State: NY ZIP: 11797

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

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☒ Yes ☐ N

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

A. Trademark Application No.(s)

75/042,004

B. Trademark Registration No.(s)

1,795,891 1,917,990
1,900,700 1,945,082
1,901,761

Additional numbers ☐ Yes ☒ No

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

Name: STEVENS, DAVIS, MILLER & MOSHER, L.L.P.

Internal Address: Suite 850/JEL/J/259

Street Address: 1615 L Street, NW

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41): \$ \$165.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

19-4375

07/02/1999 DNGUYEN 00000147 1795891

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

James E. Ledbetter

Name of Person Signing

Signature

July 1, 1999

Date

Total number of pages including cover sheet, attachments, and

11

TRADEMARK

REEL: 001923 FRAME: 0303

Item 2 (continued)

The Bank of New York
1401 Franklin Avenue,
Garden City, New York 11530

Wilmington Trust Company
139 South State Street
Dover, Delaware 19901

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
FOR SUB-LICENSEE ILC DOVER, INCORPORATED

THIS AGREEMENT is entered into as of this 27th day of December, 1996, between ILC DOVER, INCORPORATED ("the Assignor/Sub-licensee") a Delaware corporation, having a mailing address at One Moonwalker Road, Frederica, Delaware 19946-2080 and The Chase Manhattan Bank, having a mailing address at 7600 Jericho Turnpike, Woodbury, New York 11797, as agent for itself and for The Bank of New York and Wilmington Trust Company (in such capacity, the "Assignee").

WHEREAS, Assignor/Sub-licensee has a sub-licensee with ILC Dover IP, Inc., a Delaware corporation having a mailing address at One Moonwalker Road, Frederica, Delaware 19946-2080, under the Trademarks and Patents identified in Schedules A and B attached hereto via a Sub-license Agreement dated December 27, 1996;

WHEREAS, Assignor/Sub-licensee and certain of its affiliates (the "CoBorrowers") and The Chase Manhattan Bank, The Bank of New York and Wilmington Trust Company (the "Banks") have entered into a Revolving Credit Agreement dated July 16, 1996 (as it may be hereafter amended or otherwise modified from time to time, being the "Credit Agreement") pursuant to which the Banks may lend to the Co-Borrowers the aggregate principal amounts set forth therein, upon and subject to the terms and conditions thereof;

WHEREAS, the Assignor/Sub-licensee has executed a Security Agreement in favor of the Assignee, as agent for the Banks, dated July 16, 1996 (the "Security Agreement"); and

WHEREAS, Assignor/Sub-licensee wishes to grant further security and assurance to the Banks in order to secure the performance by Assignor/Sub-licensee of its obligations under the Credit Agreement and all documents executed in connection therewith, including all interest due thereunder ("Obligations"), and to that effect Assignor/Sub-licensee agrees to assign to Assignee its rights under the sub-license with ILC Dover IP, Inc.

NOW, THEREFORE, in consideration of the premises, Assignor/Sub-licensee hereby agrees with Assignee as follows:

1. To secure the complete and timely satisfaction of all Obligations, Assignor/Sub-licensee hereby grants, assigns and conveys to Assignee the entire right, title and interest under the sub-license, all proceeds thereof (including but not limited to proceeds of infringement suits thereon), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, and all patents and all applications for patents and all trademarks and applications for trademarks of Assignor/Sub-licensee hereafter filed or acquired, together with all good will associated with any and all of the foregoing and all proceeds of any and all of the foregoing.

2. Assignor/Sub-licensee represents, warrants and covenants that:

(a) The Patents and Trademarks covered by the sub-license are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor/Sub-licensee's knowledge and belief after due inquiry, each of the Patents and Trademarks covered by the sub-license is valid and enforceable and, to the best of Assignor/Sub-licensee's knowledge, no material infringement or unauthorized use is presently being made of any Patents and Trademarks;

(c) Assignor/Sub-licensee is the sub-licensee of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks covered by the sub-license, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor/Sub-licensee not to sue third persons; and

(d) Assignor/Sub-licensee has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

(e) Assignor/Sub-licensee's chief executive office is located at One Moonwalker Road, Frederica, Delaware 19946-2080.

(f) Assignor/Sub-licensee has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the sub-license.

3. Assignor/Sub-licensee agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor/Sub-licensee's obligations under this Agreement, without Assignee's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor/Sub-licensee shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent or trademark application or patent or trademark or any reissue, division, continuation, renewal, extension, or continuation-in-part of any patent or trademark or any improvement on any patent or trademark, the provisions of paragraph 1 shall automatically apply thereto and Assignor/Sub-licensee shall give to Assignee prompt notice thereof in writing.

5. Assignor/Sub-licensee authorizes Assignee to modify this Agreement by amending Schedule A and B to include any future

patents and patent applications and trademarks and trademark applications which are Patents and Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Assignee hereby grants to Assignor/Sub-licensee the license under the Patents and Trademarks to make, have made for it, use and sell the inventions disclosed and claimed in the Patents and Trademarks and to use all such marks for Assignor/Sub-licensee's benefit and account. Assignor/Sub-licensee agrees not to sell or assign its interest in, or grant any additional sub-license under the license granted to Assignor/Sub-licensee in this paragraph 6 without the prior written consent of Assignee.

7. If any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, Assignor/Sub-licensee's license under the Patents and Trademarks as set forth in paragraph 6, shall terminate forthwith, and the Assignee shall have, in addition to all other rights and remedies given it by this Agreement or the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Trademarks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice or demand whatsoever to Assignor/Sub-licensee, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents and Trademarks, or any interest which the Assignor/Sub-licensee may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and Trademarks all expenses (including all reasonable expenses for brokers, fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor/Sub-licensee.

8. If any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, Assignor/Sub-licensee hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor/Sub-licensee's true and lawful attorney-in-fact, with the power to endorse Assignor/Sub-licensee's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents and Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to any third person. Assignor/Sub-licensee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor/Sub-licensee shall completely satisfy all of the Obligations, this agreement shall terminate and Assignee shall execute and deliver to Assignor/Sub-licensee (at Assignor/Sub-licensee's expense) all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor/Sub-licensee full title and interest under the sub-license with ILC DOVER IP, Inc. subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents and Trademarks covered by the sub-license, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks covered by the sub-license, shall be borne and paid by Assignor/Sub-licensee on demand by Assignee.

11. Intentionally Omitted.

12. Assignor/Sub-licensee shall use all reasonable efforts to detect any infringers of rights described herein and shall advise the Assignee in writing of any material infringements detected. Assignor/Sub-licensee shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit in its own name, and to join Assignee, if necessary, as a party to such suit so long as Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks covered by the sub-license. Assignor/Sub-licensee shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including legal fees, incurred by Assignee pursuant to this paragraph 12. Notwithstanding the foregoing, the Assignee shall have no duties with respect to the Patents and Trademarks covered by the sub-license, other than the duties expressly set forth herein and, without limiting the generality of the foregoing, shall have no duty to prosecute any action for patent or trademark infringement against any person.

13. Assignor/Sub-licensee hereby grants to Assignee and its employees and agents the right to visit Assignor/Sub-licensee's plants and facilities which manufacture, inspect or store products sold under any of the patents or trademarks included in the Patents and Trademarks covered by the sub-license, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor/Sub-licensee shall do any and all acts required by Assignee to ensure Assignor/Sub-licensee's compliance with paragraph 2(f) hereof. The Assignee agrees to comply in all respect with applicable governmental security regulations in connection herewith.

14. No course of dealing between Assignor/Sub-licensee and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Assignee's rights and remedies with respect to the Patents and Trademarks and the sub-license, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in such jurisdiction.

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York applicable to agreements made and to be wholly performed in the State of New York.

20. The assignment provided for herein shall become effective on January 1, 1997.

IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

ILC DOVER, INCORPORATED

By: James D. Reil
Title: President

THE CHASE MANHATTAN BANK as agent for itself and The Bank of New York and Wilmington Trust Company via Appointment of Agency pursuant to that certain Agreement dated as of December 27, 1996 to which each bank is signatory

By: Roland Driscoll
Title: Roland Driscoll, Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF DELAWARE)

) ss:

COUNTY OF KENT)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Wmce D. Ro, ha, the President of ILC DOVER, INCORPORATED, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said ILC DOVER, INCORPORATED, a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of December, 1996.

David G. Tarburton
Notary Public

My commission expires:

DAVID G. TARBURTON

NOTARY PUBLIC

My commission expires December 17, 1999.

STATE OF NEW YORK)

) ss:

COUNTY OF NASSAU)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, the _____ of THE CHASE MANHATTAN BANK me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said THE CHASE MANHATTAN BANK, a New York corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of December, 1996.

Notary Public

My commission expires:

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SCHEDULE A

Trademark Registrations			
Registration No.	Registration Date	Status	Mark
1,795,891	9/28/93	Active	DRUMROLL
1,900,700	6/20/95	Active	KEGWRAP
1,901,761	6/27/95	Active	ZIPTANK
1,917,990	9/12/95	Active	STREAM SAVER
1,945,082	1/2/96	Active	XYGEL

Trademark Application			
Application No.	Filing Date	Status	Mark
75/042,004	1/11/96	Publication cleared on 12/9/96	VAPOR GUARD

SCHEDULE B

Patents			
Patent No.	Issue Date	Maintenance Fee Status	Title
4,242,769	1/6/81	None required; filed before 12/11/80	Anti-Exposure Inflatable Structure
5,118,558	6/2/92	Current	Laminate Material
5,140,980	8/25/92	Current	Hood Mask & Air Filter System
5,228,477	7/20/93	None due yet	Leak Preventing Device
5,368,395	11/29/94	None due yet	Flexible Storage Tank w/ Removable Liner
5,558,131	9/24/96	None due yet	Method & Apparatus for Blocking Fluid Through Conduit

Patent Applications			
Serial Number	Filing Date	Status	Title
08/459,670	6/2/95	Pending	
08/598,357	2/8/96	Pending; no action yet	