

07-06-1999

Docket No.:

JEL/J/259

Tab settings

7-1-99



To the Honorable Commissioner of Patents and Trademark

101083352

all documents or copy thereof.

1. Name of conveying party(ies):

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

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

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

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

Name: ILC Dover, Incorporated

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

Street Address: One Moonwalker Road

City: Frederica State: DE ZIP: 19946

- 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Patent & Trademark Sub-License Agreement
- Merger
- Change of Name

Execution Date: December 27, 1996

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 BNGUYEN 00000155 1795891

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 125.00 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.

James E. Ledbetter

Name of Person Signing

Signature

July 1, 1999

Date

Total number of pages including cover sheet, attachments, and

7

PATENT AND TRADEMARK SUB-LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 27th day of December, 1996, by and between: ILC Dover IP, Inc., (hereinafter called Licensee) a corporation duly organized under the laws of the State of Delaware, having a mailing address at One Moonwalker Road, Frederica, Delaware 19946-2080 and ILC Dover, Incorporated (hereinafter called Sub-Licensee), having a mailing address at One Moonwalker Road, Frederica, Delaware 19946-2080;

WHEREAS, ILC Dover IP, Inc., by reason of a Patent and Trademark Collateral Assignment and Security Agreement dated December 27, 1996 by and between ILC Dover IP, Inc. and The Chase Manhattan Bank, having a mailing address at 7600 Jericho Turnpike, Woodbury, New York 11797, as agent for itself and The Bank of New York and Wilmington Trust Company ("Licensor"), is a licensee of those U.S. trademarks identified in Schedule A and those U.S. patents and patent applications identified in Schedule B; and

WHEREAS, ILC Dover, Incorporated is desirous of becoming a Sub-Licensee of those trademarks indicated in Schedule A, and is desirous of making, having made for it, using and selling the inventions, covered by the patents and patent applications disclosed and claimed in Schedule B.

NOW, THEREFORE, in consideration of the agreement by the Sub-Licensee to pay certain royalties to the Licensee, all as provided in that certain Royalty Payment Schedule Agreement of even date herewith between the Sub-Licensee and the Licensee, and the mutual promises hereinafter set forth, the parties agree as follows:

1. GRANT OF LICENSE

Licensee grants to Sub-Licensee a nonexclusive, nontransferable license to use the marks identified in Schedule A and to make, have made for it, use and/or sell the inventions disclosed in Schedule B. Sub-Licensee therefore accepts the license subject to the following terms and conditions.

2. OWNERSHIP OF MARK

Sub-Licensee acknowledges the ownership of the marks in Licensor and agrees that it will do nothing inconsistent with such ownership and that all use of the marks by Sub-Licensee shall inure to the benefit of and be on behalf of Licensor, and agrees to assist Licensor in recording this Agreement with appropriate government authorities. Sub-Licensee agrees that nothing in this License shall give Sub-Licensee any right, title or interest in the marks or inventions other than the right to use the marks or inventions in accordance with this License and Sub-Licensee agrees that it will not challenge the title of Licensor to the marks or inventions or challenge the validity of this License.

3. QUALITY STANDARDS

Sub-Licensee agrees that the nature and quality of: all services rendered by Sub-Licensee in connection with the marks; all goods sold by Sub-Licensee under the marks; and all related advertising, promotional and other related uses of the marks by

*for*

TRADEMARK

REEL: 001923 FRAME: 0340

Sub-Licensee shall conform to standards set by and be under the control of Licensee and/or Licensor.

#### 4. QUALITY MAINTENANCE

Sub-Licensee agrees to cooperate with Licensee or Licensor in facilitating Licensee's control of such nature and quality, to permit reasonable inspection of Sub-Licensee's operation, and to supply Licensee or Licensor with specimens of all uses of the marks upon request. Sub-Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services and inventions covered by this License.

#### 5. FORM OF USE

Sub-Licensee agrees to use the marks only in the form and manner and with appropriate legends as prescribed from time to time by Licensee or the Licensor, and not to use any other trademark or service mark in combination with the marks in Schedule A without prior written approval of Licensee.

#### 6. INFRINGEMENT PROCEEDINGS

Sub-Licensee agrees to notify Licensee of any unauthorized use of the marks or inventions by others promptly as it comes to Sub-Licensee's attention. Licensee and/or Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the marks or inventions.

#### 7. TERM

Subject to Paragraph 8 hereof, (a) the initial term of this Agreement shall be from January 1, 1997 through December 31, 1997 and (b) the term of this Agreement shall automatically renew for an additional one (1)-year period at the end of the initial term hereof and at the end of each additional term hereof unless not fewer than thirty (30) days prior to the end of the initial term hereof or any such additional term one party hereto shall notify the other party in writing of the notifying party's desire to terminate this Agreement, whereupon this Agreement shall terminate at the end of the term hereof then in effect (whether the initial term or an additional term).

#### 8. TERMINATION FOR CAUSE

Licensor and/or Licensee shall have the right to terminate this Agreement upon thirty (30) days written notice to Sub-Licensee in the event of any affirmative act of insolvency by Sub-Licensee, or upon the appointment of any receiver or trustee to take possession of the properties of Sub-Licensee or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of Sub-Licensee, or upon breach of any of the provisions hereof by Sub-Licensee.

9. EFFECT OF TERMINATION

Upon termination of this Agreement, Sub-Licensee agrees to immediately discontinue all use of the marks and inventions and any term confusingly similar thereto, and to delete the same from its corporate or business name, to cooperate with Licensee and/or Licensor or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing any of the marks, and that all rights in the marks and the good will, and the inventions disclosed in Schedule B shall remain the property of the Licensor.

10. INTERPRETATION OF AGREEMENT

It is agreed that this Agreement may be interpreted according to the laws of the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ILC DOVER IP, INC.  
(Licensee)

By: \_\_\_\_\_

*Andrew E. Z...*

Title: \_\_\_\_\_

*V.P. Finance*

ILC DOVER, INCORPORATED  
(Sub-Licensee)

By: \_\_\_\_\_

*Howard D. Peil*

Title: \_\_\_\_\_

*President*

SCHEDULE A

<b>Trademark Registrations</b>			
<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>	<b>Mark</b>
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

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

**SCHEDULE B**

<b>Patents</b>			
<b>Patent No.</b>	<b>Issue Date</b>	<b>Maintenance Fee Status</b>	<b>Title</b>
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

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