

08-18-1999



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8-12-99

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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Sub-License Agreement

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
- 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 Assignment.)

FOR OFFICE USE ONLY

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Mail documents to be recorded with recorded cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

08/25/1999
08/19/1999
01 FC
02 FC

08/22/1999
01 FC
02 FC

0000063942

Total:

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

516-357-3706

Name

MICHAEL DORNBAUM, ESQ.

Address (line 1)

CULLEN AND DYKMAN

Address (line 2)

100 QUENTIN ROOSEVELT BOULEVARD

Address (line 3)

GARDEN CITY, NY 11530

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

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)

75295125

1795891

1945082

75295136

1901761

2054461

1917990

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

280.00

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.

MICHAEL DORNBAUM, ESQ.

7/22/99

Name of Person Signing

Signature

Date Signed

PATENT AND TRADEMARK SUB-LICENSE AGREEMENT

THIS AGREEMENT, effective as of the 22nd day of July, 1999, 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 July 22nd, 1999 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 Fleet Bank, N.A. ("Licensor"), is a licensee of those U.S. trademarks and/or trademark applications identified in Schedule A and those U.S. patents and/or 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/or 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 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 July 22, 1999 through December 31, 1999 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 Schedules A and 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: Kenneth J. Sheedy

Title: Assistant Secretary

ILC DOVER, INCORPORATED
(Sub-Licensee)

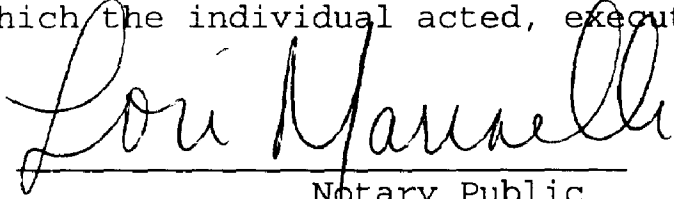
By: Kenneth J. Sheedy

Title: Assistant Secretary

STATE OF NEW YORK
COUNTY OF NASSAU

ss.:

On the 22nd day of July, in the year 1999 before me, the undersigned, a notary public in and for said State, personally appeared Kenneth J. Sheedy, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



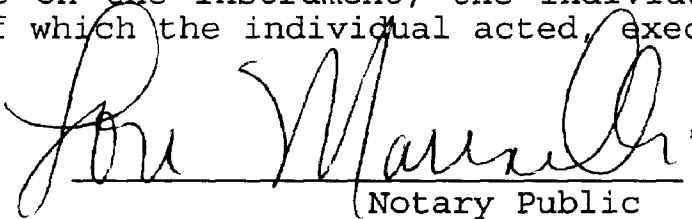
Notary Public

LORI MARINELLI
Notary Public, State of New York
No. 01MA4871984, Suffolk County
Commission Expires Sept. 29, ~~1998~~ 2000

STATE OF NEW YORK
COUNTY OF NASSAU

ss.:

On the 22nd day of July, in the year 1999 before me, the undersigned, a notary public in and for said State, personally appeared Kenneth J. Sheedy, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI MARINELLI
Notary Public, State of New York
No. 01MA4871984, Suffolk County
Commission Expires Sept. 29, ~~1998~~ 2000

SCHEDULE A

Trademark Registrations ILC Dover IP, Inc.			
Registration No.	Registration Date	Status	Mark
1,795,891	9/28/93	Active	DRUMROLL
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
2,054,461	4/22/97	Active	VAPOR GUARD

Trademark Applications ILC Dover IP, Inc.			
Application No.	Filing Date	Status	Mark
75/295,125	5/20/97	Notice of Allowance issued 7/13/99	ARMORFLEX
75/295,136	5/20/97	Published for Opposition on 4/27/99	DOVERPAC

SCHEDULE B

Patents ILC Dover IP, Inc.			
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 and Air Filter System
5,228,477	7/20/93	Expired	Leak Preventing Device
5,368,395	11/29/94	Expired	Flexible Storage Tank with Removable Liner
5,558,131	9/24/96	None due yet	Method and Apparatus for Blocking Fluid Through Conduit
5,651,848	7/29/97	None due yet	Method of Making Three Dimensional Articles
5,737,165	4/7/98	None due yet	Apparatus For Databus Fault Isolation
5,874,151	2/23/99	None due yet	Rigidifiable Plastic Composites and Manufacturing Methods Therefor

259/12, 16, 18

SCHEDULE B
(continued)

Patent Applications			
Serial Number	Filing Date	Status	Title
60/139,895	6/22/99	Pending	Co-Molded Facepiece
60/138,536	6/10/99	Pending	Method for Attaching Fabric to Metal
60/125,629	3/22/99	Pending	Method of Linear Actuation by Inflation and Apparatus Therefor
60/118,322	2/10/99	Pending	Multiple O-ring Groove...Rodding System
60/125,615	3/22/99	Pending	Space Erected Inflatable Structure
08/459,670		Pending	
08/598,357		Pending	