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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark

MRO 10-25-99

101183638

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Intersil Corporation  
2401 Palm Bay Road Northeast  
Building 61, M/S 53-198  
Palm Bay, Florida 32905

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

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

3. Nature of conveyance:

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

Execution Date: August 13, 1999

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

Name: Credit Suisse First Boston, as  
Collateral Agent

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

Street Address: 11 Madison Avenue

City: New York State: NY ZIP: 10010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State NY
- 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

-See Attached Schedule-

Additional numbers attached?  Yes  No

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

Name: Chiann Bao

Internal Address: Cravath, Swaine & Moore

Worldwide Plaza, 44th Fl.

Street Address: 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$ 365<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

10/26/1999 MTR11 00000250 75292498

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 325.00 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.

Chiann Bao

Chiann Bao

Chiann Bao

TRADEMARK 1/99

91

REEL: 001979 FRAME: 0821

# HARRIS TRADEMARKS

Trademark	Status	Application #	Filing Date	Registration #	Registration Date
COOL POWER	Published	75/292498	15-May-1997		
COOL- - - (Stylized)	Pending	75/366345	01-Oct-1997		
COOLAUDIO	Pending	75/384433	04-Nov-1997		
COOLAUDIO AND DESIGN	Published	75/212181	13-Dec-1996		
COOLMEDIA	Pending	75/366606	01-Oct-1997		
FT AND DESIGN	Registered	74/420427	04-Aug-1993	1844229	12-Jul-1994
LITTLEFET	Registered	74/703124	19-July-1995	2099961	23-Sep-1997
PENGUIN DESIGN	Pending	75/366344	01-Oct-1997		
PRISM	Registered	75/230863	24-Jan-1997	2197112	20-Oct-1998
PRISM (AND DESIGN)	Registered	75/088186	12-Apr-1996	2108394	28-Oct-1997
SATELLITE APPLICATIONS FLOW	Pending	75607181	17-Dec-1998		
SYNCHROFET	Registered	74/612382	19-Dec-1994	2011392	29-Oct-1996
ULTRAFET	Registered	75/325327	16-Jul-1997	2206791	01-Dec-1998

TRADEMARKS  
OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
HARRIS/INTERSIL, INC.

Trademark	Status	Application #	Filing Date	Registration #	Registration Date
INTERSIL	Registered	16741	22-Mar-1974	1014040	24-Jun-1975

SECURITY AGREEMENT dated as of August 13, 1999, among INTERSIL CORPORATION, a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of August 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Intersil Holding Corporation, a Delaware corporation, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and as Collateral Agent, swingline lender and an issuing bank, Salomon Smith Barney Inc., as syndication agent, and Morgan Guaranty Trust Company of New York, as documentation agent, and (b) the Subsidiary Guarantee Agreement dated as of August 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents and (d) the due and punctual payment and performance of all obligations of the Borrower under each Interest Rate Protection Agreement entered into with any counterparty that was a Lender (or an Affiliate of a Lender) at the time such Interest Rate Protection Agreement was entered into (all the monetary and other obligations described in the preceding letter clauses being referred to collectively as the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

## ARTICLE I

### *Definitions*

SECTION 1.01. *Definition of Terms Used Herein.* Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York on the date hereof.

SECTION 1.02. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

“*Account Debtor*” shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

“*Accounts*” shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

“*Accounts Receivable*” shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

“*Chattel Paper*” shall mean (a) a writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific Equipment and (b) all other property now or hereafter constituting “chattel paper” under the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, in each case that are now or hereafter owned by any Grantor.

“*Collateral*” shall mean all (a) Accounts Receivable, (b) Documents, (c) Chattel Paper, (d) Equipment, (e) General Intangibles, (f) Inventory, (g) cash and cash accounts, (h) Investment Property and (i) Proceeds except where (i) any Equipment is subject to a purchase money lien permitted under the Credit Agreement in favor of any person (other than the Collateral Agent) if the documents relating to such lien do not permit other liens, or (ii) any General Intangible is the subject of a written agreement which specifically prohibits assignment thereof but only to the extent of such prohibition, and only to the extent that the terms and provisions of a such written agreement, document or instrument creating or evidencing such property or any rights relating thereto expressly prohibit the granting of a security interest therein or condition the granting of a security interest therein on the consent of a third party whose consent has not been obtained or would cause, or allow a third party to cause, forfeiture of such property upon the granting of a security interest therein or a breach under any written agreement relating thereto.

“*Commodity Account*” shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

“*Commodity Contract*” shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

“*Commodity Customer*” shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"*Commodity Intermediary*" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"*Copyright License*" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"*Copyrights*" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"*Credit Agreement*" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"*Documents*" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"*Entitlement Holder*" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"*Equipment*" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"*Equity Interest*" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company or beneficial interests in a trust or other equity ownership interests in a person.

"*Financial Asset*" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"*Fixtures*" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"*General Intangibles*" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under

leases, whether entered into as lessor or lessee, Interest Rate Protection Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

*"Intellectual Property"* shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

*"Inventory"* shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

*"Investment Property"* shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts, Commodity Accounts and Equity Interests of any Grantor, whether now owned or hereafter acquired by any Grantor.

*"License"* shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those (i) license agreements in existence on the date hereof and listed on Schedule III and (ii) those license agreements entered into after the date hereof, which, in either case, by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

*"Obligations"* shall have the meaning assigned to such term in the preliminary statement of this Agreement.

*"Patent License"* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

*"Patents"* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

*"Perfection Certificate"* shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

*"Proceeds"* shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include, (a) any claim

of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

*"Secured Parties"* shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to an Interest Rate Protection Agreement entered into with the Borrower if such counterparty was a Lender at the time the Interest Rate Protection Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

*"Securities"* shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c) (i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

*"Securities Account"* shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

*"Securities Intermediary"* shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains Securities Accounts for others and is acting in that capacity.

*"Security Entitlements"* shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

*"Security Interest"* shall have the meaning assigned to such term in Section 2.01.

*"Trademark License"* shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

*"Trademarks"* shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.



SECTION 1.03. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

## ARTICLE II

### *Security Interest*

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, and any extensions, renewals, modifications or refinancings of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

## ARTICLE III

### *Representations and Warranties*

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. *Title and Authority.* Each Grantor has good and valid rights in and title to the Collateral, subject only to permitted Encumbrances, with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval which has been obtained.

SECTION 3.02. *Filings.* (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete as of the date hereof. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or with

respect to the filing of amendments or new filings to reflect the change of any Grantor's name, location, identity or corporate structure.

(b) Each Grantor shall ensure that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. *Validity of Security Interest.* The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. *Absence of Other Liens.* The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

## ARTICLE IV

### *Covenants*

SECTION 4.01. *Change of Name; Location of Collateral; Records; Place of Business.* (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. *Periodic Certification.* Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.04 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer and the chief legal officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. *Protection of Security.* Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. *Further Assurances.* Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any

promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; *provided, however*, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

SECTION 4.05. *Inspection and Verification.* The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall at reasonable intervals and upon reasonable prior notice have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 9.17).

SECTION 4.06. *Taxes; Encumbrances.* At its option, upon prior written notice to the applicable Grantor, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. *Assignment of Security Interest.* If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. *Use and Disposition of Collateral.* None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit

Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession (which possession shall include (a) in the case of Investment Property, possession through one or more Securities Intermediaries and (b) in the case of Inventory located on the premises of any property leased and used by the Borrower or any Subsidiary in the ordinary course of business, storage of Inventory on such property in the ordinary course of business) of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. *Limitation on Modification of Accounts.* None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. *Insurance.* The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.02 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, following written notice to the Grantors, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. *Legend.* Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered

by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) Each Grantor shall, within ten days after the end of each calendar month, inform the Collateral Agent of each application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof filed during such calendar month by such Grantor, either itself or through any agent, employee, licensee or designee and, upon request of the Collateral Agent, each Grantor shall execute and deliver any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent

License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

## ARTICLE V

### *Power of Attorney*

Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral for all purposes; *provided, however*, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

## ARTICLE VI

### *Remedies*

SECTION 6.01. *Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and

with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, exercise any Grantor's right to bill and receive payment for completed work and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.



SECTION 6.02. *Application of Proceeds.* The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

Subject to the foregoing, the Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. *Grant of License to Use Intellectual Property.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, to the extent granting such license or sub-license would not violate any agreement applicable to such Intellectual Property, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent may be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; *provided* that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

## ARTICLE VII

### *Miscellaneous*

SECTION 7.01. *Notices.* All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it at its address or fax number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument

relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. *Binding Effect: Several Agreement.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. *Successors and Assigns.* Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. *Collateral Agent's Fees and Expenses; Indemnification.* (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

**SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT THE LAW OF THEIR LOCATION SHALL GOVERN WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS IN FIXTURES AND THE EXERCISE OF REMEDIES WITH RESPECT THERETO (IF APPLICABLE).**

SECTION 7.08. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.08 of the Credit Agreement.

SECTION 7.09. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.**

SECTION 7.10. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one

contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7.12. *Headings.* Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. *Termination.* This Agreement and the Security Interest shall terminate when all the Obligations (other than wholly contingent indemnification obligations) then due and owing have been indefeasibly paid in full, the Lenders have no further commitment to lend, the L/C Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Collateral Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement; *provided* that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

SECTION 7.15. *Additional Grantors.* Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

INTERFIL CORPORATION,

by: [Signature]  
Name:  
Title:

HARRIS SEMICONDUCTOR (PENNSYLVANIA),  
LLC,

by: [Signature]  
Name:  
Title:

HARRIS SEMICONDUCTOR (OHIO), LLC,

by: [Signature]  
Name:  
Title:

HARRIS SEMICONDUCTOR, LLC,

by: [Signature]  
Name:  
Title:

CHOICE MICROSYSTEMS, INC.,

by: [Signature]  
Name:  
Title:

CREDIT SUISSE FIRST BOSTON,  
as Collateral Agent,

by: [Signature]  
Name: JULIA P. KINGSBURY  
Title: VICE PRESIDENT

by: [Signature]  
Name: CHRIS T HORGAN  
Title: VICE PRESIDENT

**SUBSIDIARY GUARANTORS**

<u>Name</u>	<u>Address</u>	<u>FAX Number</u>
Harris Semiconductor (Pennsylvania), LLC	2401 Palm Bay Road NE Palm Bay, FL 32905	(407) 729-5392
Harris Semiconductor (Ohio), LLC	2401 Palm Bay Road NE Palm Bay, FL 32905	(407) 729-5392
Harris Semiconductor, LLC	2401 Palm Bay Road NE Palm Bay, FL 32905	(407) 729-5392
Choice Microsystems, Inc.	4242-3 Medical Dr. San Antonio, TX 78229	(407) 729-5392

SUBSIDIARY GUARANTORS

Name

Address/Fax Number

**COPYRIGHTS**

See attached.



## REGISTERED COPYRIGHTS AND APPLICATIONS

1. "Basic 2 V1.1 (2488133-3)," Reg. No. TX-939-489, effective 10/9/81.
2. "Thickness Averaging and Plotting," Reg. No. Txu-80-465, effective 8/3/81.
3. "DATAWAY Property Management System," Reg. No. A685993, received 10/8/74.
4. "Leitz 7x7 Aligner Program," Reg. No. TX-1-413-708, effective 7/23/84.
5. "Basic I Compiler/Interpreter V1.2, Revision 3 2470832-4," Reg. No. TX-939-488, effective 11/24/81.
6. "Automatic Plotting of Thickness Distribution using the Zurich Thin Film Thickness Monitor," Reg. No. Txu-90-335, effective 12/21/81.
7. "RCAP," Reg. No. TX-1-103-202, effective 4/4/83.
8. "Effective Equipment Management," Reg. No. Txu-196-434, effective 5/8/85.
9. "Electronic Control Chart," Reg. No. Txu-213-889, effective 10/9/85.
10. "Statistical Control Charting," Reg. No. Txu-217-796, effective 11/22/85.
11. "Computer Generated Histograms," Reg. No. Txu-224-837, effective 1/22/86.
12. "Hierarchical Netlist Extractor," Reg. No. TX-1-893-165, effective 8/18/86.
13. "Effective Equipment Management," Reg. No. Txu-196-434, effective 5/8/85.

## REGISTERED MASKWORK RIGHTS AND APPLICATIONS

1. "6406," Reg. No. MW-505, effective 6/27/85.
2. "HI-674A," Reg. No. MW-551, effective 6/27/85.
3. "HI-574A," Reg. No. MW-541, effective 6/27/85.
4. "HI-524," Reg. No. MW-547, effective 6/27/85.
5. "HI-518," Reg. No. MW-545, effective 6/27/85.
6. "HI-516," Reg. No. MW-544, effective 6/27/85.
7. "HA-5114," Reg. No. MW-512, effective 6/27/85.
8. "HA-5112," Reg. No. MW-1052, effective 6/27/85.
9. "HA-5104," Reg. No. MW-507, effective 6/27/85.
10. "HA-5102," Reg. No. MW-1051, effective 6/27/85.
11. "HA-2542," Reg. No. MW-513, effective 6/27/85.
12. "HA-2541," Reg. No. MW-509, effective 6/27/85.
13. "82C37," Reg. No. MW-508, effective 6/27/85.
14. "82C52," Reg. No. MW-514, effective 6/27/85.
15. "82C54," Reg. No. MW-506, effective 6/27/85.
16. "80C88," Reg. No. MW-542, effective 6/27/85.
17. "80C86," Reg. No. MW-958, effective 6/27/85.
18. "80C286 Microprocessor," Reg. No. MW-4671, effective 5/10/89.
19. "82C284 Clock Generator," Reg. No. MW-4688, effective 5/10/89.
20. "RTX 2000 Microcontroller," Reg. No. MW-4687, effective 5/10/89.
21. "ICM7170," Reg. No. MW-59, effective 5/23/85.
22. "ICM7249," Reg. No. MW-60, effective 5/23/85.
23. "ICL7673," Reg. No. MW-1935, effective 9/12/86.
24. "ICL7115," Reg. No. MW-1936, effective 9/12/86.
25. "ICL7667," Reg. No. MW-1937, effective 9/12/86.
26. "IH5352," Reg. No. MW-1938, effective 9/12/86.

27. "CDM 53256," Reg. No. MW-139, effective 6/6/85.

28. "CD 4560B," Reg. No. MW-1133, effective 10/7/85.

**LICENSES**

**SCHEDULE 1**

**LICENSES TO THIRD PARTIES PRIMARILY USED IN THE BUSINESS  
NOT REQUIRING CONSENT TO ASSIGN**

1. IGBT Patent License Agreement between Harris Corporation (Licensor) and Mitsubishi Electric Corporation (Licensee), dated July 27, 1998.\*
2. Letter of Intent setting forth terms of prospective IGBT Patent License Agreement between Harris Corporation (Licensor) and Hitachi, Ltd. (Licensee), dated March 31, 1999.\*
3. IGBT Patent License Agreement between Harris Corporation (Licensor) and Siliconix (Licensee), dated January 10, 1991.\*
4. IGBT Patent License Agreement between Harris Corporation (Licensor) and Denso Corporation (Licensee), dated April 29, 1999.\*
5. IGBT Patent License Agreement between Harris Corporation (Licensor) and Fuji Electric Co., Ltd. (Licensee), dated October 1, 1997, amended on the same date.\*
6. IGBT Patent License Agreement between Harris Corporation (Licensor) and Toyota Motor Corporation (Licensee), dated May 11, 1999.\*
7. License Agreement for CoolAudio Technology between Harris Corporation (Licensor) and Alpine Electronics, Inc. (Licensee), dated November 18, 1998.
8. License Agreement for CoolAudio Technology between Harris Corporation (Licensor) and GPE Industries Ltd. (Licensee), dated October 10, 1997.
9. License Agreement for CoolAudio Technology between Harris Corporation (Licensor) and Kysho Multimedia Ltd. (Licensee), dated May 13, 1997.
10. License Agreement for CoolAudio Technology between Harris Corporation (Licensor) and Lazare Electronic (Licensee), dated September 14, 1998.
11. License Agreement for CoolAudio Technology between Harris Corporation (Licensor) and Ultimate Sound (Licensee), dated January 10, 1997.
12. License Agreement for CoolAudio Technology between Harris Corporation (Licensor) and TS/2 Inc. (Licensee), dated January 12, 1997.

**(The terms of the agreements listed above are confidential.)**

EX-100

13. IGBT Patent License Agreement between Harris Corporation (Licensor) and Fuji Electric Co., Ltd. (Licensee), dated July 9, 1991.\*
14. SSR Patent License and Release Agreement between Harris Corporation (Licensor) and Fuji Electric Co., Ltd. (Licensee), dated March 23, 1992.
15. IGBT Patent License Agreement between Harris Corporation (Licensor) and Advanced Power Technology, Inc. (Licensee), dated February 14, 1997.\*
16. IGBT Patent License Agreement between Harris Corporation (Licensor) and Matsushita Electronics Corporation (Licensee), dated April 30, 1993, amended on the same date.\*
17. IGBT Patent License Agreement between Harris Corporation (Licensor) and Nihon Inter Electronics Corporation (Licensee), dated October 10, 1994.\*
18. Patent License Agreement between Harris Corporation (Licensor) and Ohmite Manufacturing Company (Licensee), dated January 9, 1990.
19. IGBT Patent License Agreement between Harris Corporation (Licensor) and Philips Electronics N.V. (Licensee), dated February 12, 1993.\*
20. IGBT Patent License Agreement between Harris Corporation (Licensor) and Shindengen Electric Manufacturing Company (Licensee), dated January 13, 1997.\*
21. IGBT Patent License Agreement between General Electric Company (Licensor) and Toshiba Corporation (Licensee), dated March 10, 1988.\*
22. Patent License Agreement between Harris Corporation (Licensor) and Yokogawa Electric Corporation (Licensee), dated August 22, 1993.\*
23. Technology Transfer and License Agreement between Harris Corporation (Licensor) and HVFM-V, L.P. (Licensee), dated October 21, 1998.
24. License Agreement between Harris Corporation (Licensor) and HVFM-VI, L.P. (Licensee), dated March 26, 1999.

\* These agreements result primarily in licenses from Harris Corporation to Third Parties, even though Harris Corporation in each case also receives a license under the Third Party's Patents without payment.

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**SCHEDULE 2**

**LICENSES FROM THIRD PARTIES PRIMARILY USED IN THE BUSINESS  
NOT REQUIRING CONSENT TO ASSIGN**

1. Purchase and License Agreement between Lucas Industries plc (Licensor) and Harris Corporation (Licensee), dated July 1, 1992.
2. Settlement Agreement and License Agreement between The Board of Trustees of the Leland Stanford Junior University and Harris Corporation, dated February 9, 1996.
3. Second Source Agreement between Harris Corporation and Siliconix Incorporated, dated December 7, 1990.

**(The terms of the agreements listed above are confidential.)**

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**SCHEDULE 3**

**CROSS LICENSES WITH THIRD PARTIES PRIMARILY USED IN THE BUSINESS  
NOT REQUIRING CONSENT TO ASSIGN**

1. Cross-License and Settlement Agreement between International Rectifier Corporation and Harris Corporation, dated February 7, 1992.
2. Confidential Settlement Agreement and IGBT Patent License Agreement between Harris Corporation and IXYS Corporation, dated December 19, 1997.
3. Patent License Agreement between Harris Corporation and Cypress Semiconductor Corporation, dated January 13, 1997.
4. Patent License Agreement between Harris Corporation and Sanyo Electric Co., Ltd., dated December 20, 1994. (Harris pays.)
5. Patent License Agreement between Harris Corporation and Sanyo Electric Co., Ltd., dated December 20, 1994. (Sanyo pays.)
6. Patent License Agreement between Harris Corporation and Vanguard International Semiconductor Corporation, dated September 30, 1997.
7. Patent License Agreement between Harris Corporation and Samsung Electronics Co., Ltd., dated October 23, 1996.
8. Patent License Agreement between Harris Corporation and Signal Processing Technologies, Inc., dated August 7, 1997.
9. Patent License Agreement between Harris Corporation and Oki Electric Industry Co. Ltd., dated June 7, 1994.
10. License Agreement between WISC Technologies, Inc. and Harris Corporation, dated November 24, 1987.

**(The terms of the agreements listed above are confidential.)**

11. Patent and Technology License Agreement (J1850) between Harris Corporation and Chrysler Corporation, dated January 8, 1997.
12. Patent Cross Agreement between Harris Corporation and Hitachi, Ltd., dated June 24, 1991.

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13. Cross License Agreement between Harris Corporation and Intel Corporation, dated February 1, 1983. (Contract silent on assignment.)
14. Patent License Agreement between Harris Corporation and Sony Corporation, dated September 29, 1995.
15. License Agreement between Durel Corporation and Harris Corporation, dated November 1, 1996.
16. AVC Development, Production and Marketing Agreement between Harris Corporation and AVC Technology, Inc., dated February 10, 1995, as amended.
17. Design Services and Technology Licensing Agreement between Silicon Systems Limited and Harris Corporation, dated March 31, 1999.

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**SCHEDULE 4**

**LICENSES TO THIRD PARTIES PRIMARILY USED IN THE BUSINESS  
REQUIRING CONSENT TO ASSIGN**

NONE IDENTIFIED.

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SCHEDULE 5

**LICENSES FROM THIRD PARTIES PRIMARILY USED IN THE BUSINESS  
REQUIRING CONSENT TO ASSIGN**

1. Authorized Supplier Agreement and License between Eastman Kodak Company (Licensor) and Harris Corporation - Semiconductor Sector (Licensee), dated November 20, 1995, amended on February 8, 1996 and August 7, 1997.
2. Agreement for Development and Production of Power Technology between International Business Machines Corporation (Licensor) and General Electric Company (Licensee), dated October 30, 1987, amended by Celestica, Inc. and Harris Corporation on July 16, 1992, and July \_\_, 1997.
3. Technology Transfer Agreement between Harris Corporation and Siliconix Incorporated, dated December 7, 1990.
4. License Agreement between DSP Group (Licensor) and Harris Corporation (Licensee), dated June \_\_, 1995, as amended.

**(The terms of Agreement Nos. 2 through 4, and the Exhibits to Agreement No. 1 listed above are confidential.)**

5. Patent and Technology License Agreement between Motorola, Incorporated (Licensor) and Harris Corporation (Licensee), for the 6805 microcontroller, dated March 10, 1990.

See also Schedule 2(a) to the Intellectual Property Agreement.

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**SCHEDULE 6**

**CROSS LICENSES WITH THIRD PARTIES PRIMARILY USED IN THE BUSINESS  
REQUIRING CONSENT TO ASSIGN**

1. Semiconductor Patent License Agreement between Harris Corporation and Siliconix, Incorporated, dated December 7, 1990.
2. Semiconductor Patent Cross License Agreement between Harris Corporation and Matsushita Electronics Corporation, dated December 20, 1994.
3. Patent License Agreement between Harris Corporation and Microchip Technology Incorporated, dated June 30, 1998.
4. Patent License Agreement between Harris Corporation and Fujitsu Limited, dated March 26, 1996.
5. Patent License Agreement between Harris Corporation and Kawasaki Steel Corporation, dated June 28, 1996.
6. Patent License Agreement between Harris Corporation and LG Semicon Company Limited, dated December 22, 1995.
7. Semiconductor Patent License Agreement between Harris Corporation and Micron Technology, Inc., dated March 28, 1994.
8. Patent License Agreement between Harris Corporation and Mitsubishi Electric Corporation, dated May 28, 1997.
9. Semiconductor Patent License Agreement between Harris Corporation and Phillips Electronics N.V., dated January 1, 1992.
10. Patent License Agreement between Harris Corporation and Sharp Corporation, dated April 3, 1995.
11. Patent License Agreement between Harris Corporation and Toshiba Corporation, dated March 30, 1995.
12. Patent Agreement between Harris Corporation and Alliance Semiconductor Corporation, dated April 18, 1997.

**(The terms of the agreement listed above are confidential.)**

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13. Patent License Agreement between Harris Corporation and Integrated Device Technology, Inc., dated February 3, 1997.

14. Intel/Harris 80C286 Agreement between Intel Corporation and Harris Corporation, dated October 15, 1987.

15. Harris Technology Exchange Agreement between Intel Corporation and Harris Corporation, dated June 1, 1984.

16. Intel/Harris 80C86 Agreement between Intel Corporation and Harris Corporation, dated June 10, 1981.

See also Schedule 2(a) to the Intellectual Property Agreement.

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**SCHEDULE 7**

**LICENSES RELEVANT TO THE BUSINESS  
AND OTHER HARRIS OPERATIONS**

1. Patent License Agreement between Harris Corporation and International Business Machine Corporation, dated July 1, 1987.
2. Cellular Communication Patent License Agreement between Harris Corporation and Oki Electric Industry Co. Ltd., dated November 2, 1998.
3. Patent License Agreement between Harris Corporation and Siemens Business Communication Systems, Inc., dated May 19, 1998.

See also Schedule 2(a) to the Intellectual Property Agreement.

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**SCHEDULE 8**

**LICENSES AND CROSS-LICENSES PRIMARILY USED IN THE BUSINESS  
AND NOT BEING TRANSFERRED**

1. Patent License Agreement between Harris Corporation and Atmel Corporation, dated August 21, 1998. \*\*
2. Patent License Agreement between Harris Corporation and Denso Corporation, dated June 29, 1998. \*\*
3. Patent License Agreement between Harris Corporation and Hyundai Electronics Industries Co., Ltd., dated September 3, 1997. \*
4. Patent License Agreement between Harris Corporation and Mosel Vitelic Corporation, dated October 28, 1998. \*
5. Patent License Agreement between Harris Corporation and Motorola, Incorporated, dated April 3, 1998. \*\*
6. Patent License Agreement between Harris Corporation and Nanya Corporation, dated December 22, 1998. \*
7. Patent License Agreement between Harris Corporation and NEC Corporation, dated May 22, 1997. \*\*
8. Patent License Agreement between Harris Corporation and New Japan Radio Company, Limited, dated August 7, 1997. \*\*
9. Patent License Agreement between Harris Corporation and Nippon Steel Semiconductor Corporation, dated October 24, 1997. \*\*
10. Patent License Agreement between Harris Corporation and Siemens Aktiengesellschaft, dated May 18, 1998. \*\*
11. Patent License Agreement between Harris Corporation and United Microelectronics Corporation, dated November 28, 1997. \*
12. Patent License Agreement between Harris Corporation and Xicor, Inc., dated March 29, 1999. \*

\* Assignable without consent.

\*\* Assignable with written consent

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(The terms of the agreements listed above are confidential.)

See also Schedule 2(a) to the Intellectual Property Agreement.

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**PATENTS**

See Schedule IV(a). Patents listed on Schedule IV(b) are subject to exceptions to ownership.

Schedule IV(a)

See attached.

**HARRIS CORPORATION  
ISSUED PATENTS**

Patent Number	Issue Date
4236231	25-Nov-1980
4260431	07-Apr-1981
4272833	09-Jun-1981
4281449	04-Aug-1981
4283236	11-Aug-1981
4288911	15-Sep-1981
4290831	22-Sep-1981
4292730	06-Oct-1981
4299024	10-Nov-1981
4301383	17-Nov-1981
4305106	08-Dec-1981
4309813	12-Jan-1982
4312046	19-Jan-1982
4319257	09-Mar-1982
4334646	15-Jun-1982
4368395	11-Jan-1983
4380710	19-Apr-1983
4389721	21-Jun-1983
4398142	09-Aug-1983
4401940	30-Aug-1983
4402002	30-Aug-1983
4402065	30-Aug-1983
4403399	13-Sep-1983
4409686	11-Oct-1983
4420766	13-Dec-1983
4446444	01-May-1984
4450414	22-May-1984
4454432	12-Jun-1984
4456918	26-Jun-1984
4461000	17-Jul-1984
4462020	24-Jul-1984
4464631	07-Aug-1984
4464825	14-Aug-1984
4466179	21-Aug-1984
4468414	28-Aug-1984
4471236	11-Sep-1984
4471376	11-Sep-1984
4472648	18-Sep-1984
4480219	30-Oct-1984
4495537	22-Jan-1985
4495694	29-Jan-1985
4503387	05-Mar-1985
4514802	30-Apr-1985
4524246	18-Jun-1985
4528461	09-Jul-1985
4528462	09-Jul-1985
4528504	09-Jul-1985
4532003	30-Jul-1985
4532481	30-Jul-1985
4536231	20-Aug-1985
4546539	15-Oct-1985
4554059	19-Nov-1985
4559608	17-Dec-1985

Patent Number	Issue Date
4560948	24-Dec-1985
4566796	28-Jan-1986
4567385	28-Jan-1986
4567578	28-Jan-1986
4578859	01-Apr-1986
4580131	01-Apr-1986
4581548	08-Apr-1986
4584660	22-Apr-1986
4586193	29-Apr-1986
4590664	27-May-1986
4591826	27-May-1986
4594265	10-Jun-1986
4595608	17-Jun-1986
4596068	24-Jun-1986
4599789	15-Jul-1986
4606936	19-Aug-1986
4608530	26-Aug-1986
4613772	23-Sep-1986
4616178	07-Oct-1986
4618743	21-Oct-1986
4620179	28-Oct-1986
4624749	25-Nov-1986
4631636	23-Dec-1986
4632557	30-Dec-1986
4633107	30-Dec-1986
4636743	13-Jan-1987
4636744	13-Jan-1987
4639684	27-Jan-1987
4639896	27-Jan-1987
4644191	17-Feb-1987
4644192	17-Feb-1987
4644383	17-Feb-1987
4650696	17-Mar-1987
4652895	24-Mar-1987
4658253	14-Apr-1987
4665327	12-May-1987
4665425	12-May-1987
4666737	19-May-1987
4669884	02-Jun-1987
4670769	02-Jun-1987
4675798	23-Jun-1987
4677321	30-Jun-1987
4682057	21-Jul-1987
4682059	21-Jul-1987
4683485	28-Jul-1987
4684055	04-Aug-1987
4686384	11-Aug-1987
4694313	15-Sep-1987
4698589	06-Oct-1987
4701644	20-Oct-1987
4702000	27-Oct-1987
4702967	27-Oct-1987
4703505	27-Oct-1987
4703566	03-Nov-1987
4705596	10-Nov-1987
4705597	10-Nov-1987
4708747	24-Nov-1987
4713260	15-Dec-1987

Patent Number	Issue Date
4713681	15-Dec-1987
4716071	29-Dec-1987
4717680	05-Jan-1988
4717847	05-Jan-1988
4719598	12-Jan-1988
4720739	19-Jan-1988
4728820	01-Mar-1988
4729008	01-Mar-1988
4733168	22-Mar-1988
4734885	29-Mar-1988
4734886	29-Mar-1988
4752591	21-Jun-1988
4753851	28-Jun-1988
4754388	28-Jun-1988
4755770	05-Jul-1988
4757363	12-Jul-1988
4757528	12-Jul-1988
4760433	26-Jul-1988
4761570	02-Aug-1988
4771016	13-Sep-1988
4780688	25-Oct-1988
4781853	01-Nov-1988
4783637	08-Nov-1988
4786608	22-Nov-1988
4789426	06-Dec-1988
4795718	03-Jan-1989
4801065	31-Jan-1989
4804865	14-Feb-1989
4807012	21-Feb-1989
4808547	28-Feb-1989
4812962	14-Mar-1989
4814285	21-Mar-1989
4818725	04-Apr-1989
4818901	04-Apr-1989
4820968	11-Apr-1989
4823173	18-Apr-1989
4823300	18-Apr-1989
4839711	13-Jun-1989
4845052	04-Jul-1989
4851078	25-Jul-1989
4851257	25-Jul-1989
4854986	08-Aug-1989
4855625	08-Aug-1989
4857764	15-Aug-1989
4859280	22-Aug-1989
4862231	29-Aug-1989
4868778	19-Sep-1989
4873564	10-Oct-1989
4876579	24-Oct-1989
4879520	07-Nov-1989
4879523	07-Nov-1989
4881111	14-Nov-1989
4882698	21-Nov-1989
4888741	19-Dec-1989
4891604	02-Jan-1990
4891606	02-Jan-1990
4893088	09-Jan-1990
4897362	30-Jan-1990

Patent Number	Issue Date
4897366	30-Jan-1990
4897567	30-Jan-1990
4900689	13-Feb-1990
4908566	13-Mar-1990
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Schedule IV(b)

Certain of the Patents and Patent Applications (see attached list) owned by Harris were acquired by Harris through acquisitions of businesses. Harris chose not to record the assignment of the patents to Harris with the Patent and Trademark Office until such time as the patents and applications had to be defended or transferred. The Borrower intends to complete these transfers as soon as possible after the Closing.

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OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
GENERAL ELECTRIC COMPANY

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4505029	19-Mar-1985
4506282	19-Mar-1985
4521695	04-Jun-1985

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4523111	11-Jun-1985
4528582	09-Jul-1985
4536782	20-Aug-1985
4538170	27-Aug-1985
4571815	25-Feb-1986
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4584207	22-Apr-1986
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4725875	16-Feb-1988
4727515	23-Feb-1988
4729005	01-Mar-1988
4729079	01-Mar-1988
4730131	08-Mar-1988
4731695	15-Mar-1988
4732838	22-Mar-1988
4733039	22-Mar-1988
4733104	22-Mar-1988
4735917	05-Apr-1988
4735919	05-Apr-1988
4737033	12-Apr-1988
4737217	12-Apr-1988
4737828	12-Apr-1988

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4739387	19-Apr-1988
4741212	03-May-1988
4743952	10-May-1988
4745089	17-May-1988
4746375	24-May-1988
4750216	07-Jun-1988
4750666	14-Jun-1988
4755481	05-Jul-1988
4760557	26-Jul-1988
4764482	16-Aug-1988
4766317	23-Aug-1988
4767724	30-Aug-1988
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4782249	01-Nov-1988
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4783690	08-Nov-1988
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4803533	07-Feb-1989
4805187	14-Feb-1989
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4833644	23-May-1989
4837606	06-Jun-1989
4845050	04-Jul-1989
4847671	11-Jul-1989
4849377	18-Jul-1989
4857977	15-Aug-1989
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4860080	22-Aug-1989
4862242	29-Aug-1989
4864379	05-Sep-1989
4868921	19-Sep-1989
4871617	03-Oct-1989
4872039	03-Oct-1989
4872141	03-Oct-1989
4883767	28-Nov-1989
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4903189	20-Feb-1990
4904609	27-Feb-1990
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4910563	20-Mar-1990
4914812	10-Apr-1990
4926236	15-May-1990
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4933740	12-Jun-1990
4933742	12-Jun-1990
4933904	12-Jun-1990
4933994	19-Jun-1990
4937467	26-Jun-1990
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4939101	03-Jul-1990
4941026	10-Jul-1990
4942440	17-Jul-1990
4942449	17-Jul-1990
4947221	07-Aug-1990
4951221	21-Aug-1990
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4990995	05-Feb-1991
4994871	19-Feb-1991
4994883	19-Feb-1991
4996116	26-Feb-1991
4998151	05-Mar-1991
4998156	05-Mar-1991
4999684	12-Mar-1991
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5015921	14-May-1991
5018002	21-May-1991
5028987	02-Jul-1991
5041896	20-Aug-1991
5082795	21-Jan-1992
5100740	31-Mar-1992
5103290	07-Apr-1992
5105536	21-Apr-1992
5135890	04-Aug-1992
5139972	18-Aug-1992
5166773	24-Nov-1992
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OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
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AND HARRIS SEMICONDUCTOR PATENTS, INC.

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4227411	14-Oct-1980
4230505	28-Oct-1980
4239790	16-Dec-1980
4242738	30-Dec-1980
4244001	06-Jan-1981
4250500	10-Feb-1981
4250541	10-Feb-1981
4251811	17-Feb-1981
4252574	24-Feb-1981
4253105	24-Feb-1981
4253106	24-Feb-1981
4253162	24-Feb-1981
4256052	17-Mar-1981
4256796	17-Mar-1981
4258508	31-Mar-1981
4260886	07-Apr-1981
4262073	14-Apr-1981
4262083	14-Apr-1981
4263057	21-Apr-1981
4263872	28-Apr-1981
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4268537	19-May-1981
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4282496	04-Aug-1981
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4287256	01-Sep-1981
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4302273	24-Nov-1981
4302498	24-Nov-1981
4302718	24-Nov-1981

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4303341	01-Dec-1981
4303907	01-Dec-1981
4304983	08-Dec-1981
4305044	08-Dec-1981
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4305725	15-Dec-1981
4311967	19-Jan-1982
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4313106	26-Jan-1982
4313782	02-Feb-1982
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4317110	23-Feb-1982
4318087	02-Mar-1982
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4319187	09-Mar-1982
4320373	16-Mar-1982
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4322592	30-Mar-1982
4322691	30-Mar-1982
4324814	13-Apr-1982
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4326494	27-Apr-1982
4326553	27-Apr-1982
4327325	27-Apr-1982
4328068	04-May-1982
4328614	11-May-1982
4329600	11-May-1982
4330671	18-May-1982
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4345216	17-Aug-1982
4348105	07-Sep-1982
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4348886	14-Sep-1982
4349408	14-Sep-1982
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4352031	28-Sep-1982
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4357203	02-Nov-1982
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4387013	07-Jun-1983
4388634	14-Jun-1983
4393160	12-Jul-1983
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4395304	26-Jul-1983
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4396702	02-Aug-1983
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4399320	16-Aug-1983
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4401775	30-Aug-1983
4402128	06-Sep-1983
4404235	13-Sep-1983
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4408884	11-Oct-1983
4410857	18-Oct-1983
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4421593	20-Dec-1983
4429047	31-Jan-1984
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4452844	05-Jun-1984
4455565	19-Jun-1984
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4457259	03-Jul-1984
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4460435	17-Jul-1984
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4460913	17-Jul-1984
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4470871	11-Sep-1984
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4502206	05-Mar-1985
4504521	12-Mar-1985
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4576829	18-Mar-1986
4578142	25-Mar-1986
4579454	01-Apr-1986
4582745	15-Apr-1986
4584026	22-Apr-1986
4584028	22-Apr-1986
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4586240	06-May-1986
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4587713	13-May-1986
4589002	13-May-1986
4589008	13-May-1986
4592792	03-Jun-1986
4594517	10-Jun-1986
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4594560	10-Jun-1986
4595837	17-Jun-1986
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4596938	24-Jun-1986
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4608591	26-Aug-1986
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4617550	14-Oct-1986
4618565	21-Oct-1986
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4620366	04-Nov-1986
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4631564	23-Dec-1986
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4639859	27-Jan-1987
4639897	27-Jan-1987
4639898	27-Jan-1987
4641130	03-Feb-1987
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4641261	03-Feb-1987
4642772	10-Feb-1987
4643385	17-Feb-1987
4648074	03-Mar-1987
4651178	17-Mar-1987
4652773	24-Mar-1987
4654545	31-Mar-1987
4656373	07-Apr-1987
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4661199	28-Apr-1987
4662059	05-May-1987
4662064	05-May-1987
4668080	26-May-1987
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4672314	09-Jun-1987
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4695744	22-Sep-1987
4695922	22-Sep-1987
4697085	29-Sep-1987
4698132	06-Oct-1987
4698316	06-Oct-1987
4700460	20-Oct-1987
4702993	27-Oct-1987
4704186	03-Nov-1987
4707623	17-Nov-1987
4710261	01-Dec-1987
4710440	01-Dec-1987
4716451	29-Dec-1987
4724530	09-Feb-1988
4731589	15-Mar-1988
4741926	03-May-1988
4751554	14-Jun-1988
4751561	14-Jun-1988
4758744	19-Jul-1988
4785339	15-Nov-1988
4789889	06-Dec-1988
4792837	20-Dec-1988
4809045	28-Feb-1989
4833473	23-May-1989
4847518	11-Jul-1989
4853610	01-Aug-1989
4881010	14-Nov-1989
4882749	21-Nov-1989
4897655	30-Jan-1990
4924113	08-May-1990
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4947362	07-Aug-1990
4967388	30-Oct-1990
4968989	06-Nov-1990
4998288	05-Mar-1991
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5021747	04-Jun-1991
5023613	11-Jun-1991
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OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
INTERSIL, INC. AND HARRIS /INTERSIL, INC.

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4361600	30-Nov-1982
4362598	07-Dec-1982
4395701	26-Jul-1983
4423385	27-Dec-1983
4433282	21-Feb-1984
4441117	03-Apr-1984
4465996	14-Aug-1984
4473757	25-Sep-1984
4486670	04-Dec-1984
4535410	13-Aug-1985
4546324	08-Oct-1985
4547683	15-Oct-1985
4552783	12-Nov-1985
4568913	04-Feb-1986
4595906	17-Jun-1986
4617473	14-Oct-1986
4633221	30-Dec-1986
4639715	27-Jan-1987
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4644353	17-Feb-1987
4646331	24-Feb-1987
4652808	24-Mar-1987
4656459	07-Apr-1987
4661764	28-Apr-1987
4667164	19-May-1987
4677452	30-Jun-1987
4683528	28-Jul-1987
4703199	27-Oct-1987
4749886	07-Jun-1988
4754160	28-Jun-1988
4787047	22-Nov-1988
4789959	06-Dec-1988
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ISSUED PATENTS  
OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
HARRIS/MOTOROLA

Patent Number	Issue Date
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ISSUED PATENTS  
OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
HARRIS/CELESTICA

Patent Number	Issue Date
5610503	11-Mar-1997

ISSUED PATENTS  
OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
RCA/TIMEX

Patent Number	Issue Date
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PENDING PATENT APPLICATIONS  
APPLICANT: HARRIS CORPORATION

**RECORD APPLICANT IN PATENT AND TRADEMARK OFFICE:**  
RCA CORPORATION, GENERAL ELECTRIC SOLID STATE PATENTS, INC.,  
AND HARRIS SEMICONDUCTOR PATENTS, INC.

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843505	26-Mar-1986
889941	28-Jul-1986
901570	29-Aug-1986
923648	27-Oct-1986
944526	22-Dec-1986
003170	14-Jan-1987
019015	26-Feb-1987
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APPLICANT: HARRIS CORPORATION

RECORD APPLICANT IN PATENT AND TRADEMARK OFFICE:  
GENERAL ELECTRIC COMPANY

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714739	22-Mar-1985
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860959	08-May-1986
900049	25-Aug-1986
909818	22-Sep-1986
911850	26-Sep-1986
912865	29-Sep-1986
937644	03-Dec-1986
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054835	27-May-1987
060491	11-Jun-1987
063418	18-Jun-1987
084520	12-Aug-1987
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PATENTS OWNED BY [NAME OF GRANTOR]

[Make a separate Schedule IV for each Grantor and if no patents owned so state. List in numerical order by Patent No./Patent Application No.]

U.S. Patent Registrations

<u>Patent Name</u>	<u>Class</u>	<u>Issue Date</u>	<u>Patent No.</u>
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U.S. Patent Applications

<u>Patent Name</u>	<u>Class</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
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Non-U.S. Patent Registrations

[List in alphabetical order by country/numerical order by Patent No.]

<u>Country</u>	<u>Patent Name</u>	<u>Class</u>	<u>Issue Date</u>	<u>Patent No.</u>
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Non-U.S. Patent Applications

<u>Country</u>	<u>Patent Name</u>	<u>Class</u>	<u>Filing Date</u>	<u>Patent Application No.</u>
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**TRADEMARKS/TRADE NAMES**

See attached.



# HARRIS TRADEMARKS

Trademark	Status	Application #	Filing Date	Registration #	Registration Date
COOL POWER	Published	75/292498	15-May-1997		
COOL - - - (Stylized)	Pending	75/366345	01-Oct-1997		
COOLAUDIO	Pending	75/384433	04-Nov-1997		
COOLAUDIO AND DESIGN	Published	75/212181	13-Dec-1996		
COOLMEDIA	Pending	75/366606	01-Oct-1997		
FT AND DESIGN	Registered	74/420427	04-Aug-1993	1844229	12-Jul-1994
LITTLEFET	Registered	74/703124	19-July-1995	2099961	23-Sep-1997
PENGUIN DESIGN	Pending	75/366344	01-Oct-1997		
PRISM	Registered	75/230863	24-Jan-1997	2197112	20-Oct-1998
PRISM (AND DESIGN)	Registered	75/088186	12-Apr-1996	2108394	28-Oct-1997
SATELLITE APPLICATIONS FLOW	Pending	75607181	17-Dec-1998		
SYNCHROFET	Registered	74/612382	19-Dec-1994	2011392	29-Oct-1996
ULTRAFET	Registered	75/325327	16-Jul-1997	2206791	01-Dec-1998

TRADEMARKS  
OWNER: HARRIS CORPORATION

RECORD OWNER IN PATENT AND TRADEMARK OFFICE:  
HARRIS/INTERSIL, INC.

Trademark	Status	Application #	Filing Date	Registration #	Registration Date
INTERSIL	Registered	16741	22-Mar-1974	1014040	24-Jun-1975

TRADEMARK/TRADE NAMES OWNED BY [NAME OF GRANTOR]

[Make a separate Schedule V for each Grantor and if no trademarks/trade names owned so state.  
List in numerical order by trademark registration/application no.]

U.S. Trademark Registrations

<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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U.S. Trademark Applications

<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Application No.</u>
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State Trademark Registrations

[List in alphabetical order by State/numerical order by trademark no.]

<u>State</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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State Trademark Applications

[List in alphabetical order by trademark application no.]

<u>State</u>	<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Application No.</u>
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Non-U.S. Trademark Registrations

[List in alphabetical order by Country/numerical order by trademark no.]

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
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Non-U.S. Trademark Applications

[List in alphabetical order by Country/numerical order by application no.]

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Application No.</u>
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Trade Names

<u>Country(s) Where Used</u>	<u>Trade Names</u>
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[Form Of]  
PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of August 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among Intersil Corporation, a Delaware corporation (the "*Borrower*"), Intersil Holding Corporation, a Delaware corporation ("*Holdings*"), the lenders from time to time party thereto (the "*Lenders*"), Credit Suisse First Boston, a bank organized under the laws of Switzerland, acting through its New York branch, as swingline lender (in such capacity, the "*Swingline Lender*"), as an issuing bank (in such capacity, an "*Issuing Bank*"), as administrative agent (in such capacity, the "*Administrative Agent*") and as collateral agent (in such capacity, the "*Collateral Agent*") for the Lenders, Salomon Smith Barney Inc., as syndication agent (in such capacity, the "*Syndication Agent*") and Morgan Guaranty Trust Company of New York, as documentation agent (in such capacity, the "*Documentation Agent*"), and (b) the Subsidiary Guarantee Agreement dated as of August 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Security Agreement referred to therein, as applicable.

The undersigned, a Financial Officer and the chief legal officer, respectively, of Holdings, hereby certify to the Collateral Agent and each other Secured Party as follows:

1. *Names.*

(a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. *Current Locations.*

(a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an "\*"):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(c) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(d) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a), (b) or (c) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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3. *Unusual Transactions.* All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. *File Search Reports.* Attached hereto as Schedule 4(A) are true copies of file search reports from the Uniform Commercial Code filing offices where filings described in Section 3.19 of the Credit Agreement are to be made. Attached hereto as Schedule 4(B) is a true copy of each financing statement or other filing identified in such file search reports.

5. *UCC Filings.* Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. *Schedule of Filings.* Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. *Filing Fees.* All filing fees and taxes payable in connection with the filings described in Section 5 above have been paid.

8. *Stock Ownership and other Equity Interests.* Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests of the Borrower and of each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 8 is each equity investment of Holdings, the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

9. *Debt Instruments.* Attached hereto as Schedule 9 is a true and correct list of all promissory notes and all other evidence of indebtedness held by Holdings, the Borrower and each Subsidiary that are required to be pledged under the Pledge Agreement, including all intercompany notes between Holdings and each Subsidiary of Holdings and between each Subsidiary of Holdings and each other such Subsidiary.

10. *Advances.* Attached hereto as Schedule 10 is (a) a true and correct list of all advances made by Holdings to any Subsidiary of Holdings or made by any Subsidiary of Holdings to Holdings or any other Subsidiary of Holdings, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Holdings or any Subsidiary of Holdings.

11. *Mortgage Filings.* Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

12. *Intellectual Property.* Attached hereto as Schedule 12(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as Schedule 12(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [ ] day of [ ], 1999.

INTERSIL HOLDING CORPORATION,

by: \_\_\_\_\_  
Name:  
Title:[Financial Officer]

by: \_\_\_\_\_  
Name:  
Title: [Chief Legal Officer]

SUPPLEMENT NO. \_\_\_ dated as of \_\_\_\_\_, to the Security Agreement dated as of August 13, 1999, among INTERSIL CORPORATION, a Delaware corporation (the "*Borrower*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Guarantor*" and collectively, the "*Subsidiary Guarantors*"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "*Grantors*") and CREDIT SUISSE FIRST BOSTON, a bank organized under the laws of Switzerland, acting through its New York branch ("*CSFB*"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) the Credit Agreement dated as of August 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Intersil Holding Corporation, a Delaware corporation, the lenders from time to time party thereto (the "*Lenders*"), CSFB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*"), and as Collateral Agent, swingline lender and an issuing bank, Salomon Smith Barney Inc., as syndication agent, and Morgan Guaranty Trust Company of New York, as documentation agent, and (b) the Subsidiary Guarantee Agreement dated as of August 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Subsidiary Guarantee Agreement*"), among the Subsidiary Guarantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New

Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT THAT THE LAW OF THEIR LOCATION SHALL GOVERN WITH RESPECT TO THE CREATION, PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS IN FIXTURES AND THE EXERCISE OF REMEDIES WITH RESPECT THERETO (IF APPLICABLE).**

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.



IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by: \_\_\_\_\_

Name:

Title:

Address:

CREDIT SUISSE FIRST BOSTON,  
as Collateral Agent,

by: \_\_\_\_\_

Name:

Title:

by: \_\_\_\_\_

Name:

Title:

LOCATION OF COLLATERAL

Description

Location