11-30-1999

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Semtronics Corporation

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

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

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

Name: Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York Zip Code: 10019

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

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

3. Nature of conveyance:

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

Execution Date: October 12, 1999

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

A. Trademark Application No.(s)

75/507,313

Trademark Registration No.(s)

2,263,057

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved: 2

7. Total fee (37 CFR 3.41): ..... $ 90.00

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

8. Deposit account number:

(23-1705 in case of deficiency)

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

11/29/1999 DNGUYEN 00000112 75507313

01 FC:481 40.00 OP
02 FC:482 25.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian T. Jaenicke
Name of Person Signing

Signature

11/18/99
Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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

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

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

Repln. Ref: 11/29/1999 DNGUYEN 0009040800
MAR:231705 Name/Number:75507313
FC: 704 $25.00 CR

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TRADEMARK
REEL: 001992 FRAME: 0785

ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SEMTRONICS CORP., a Georgia corporation (the "Assignor") with principal offices at 211 Prospect Park, Peachtree City, Georgia 30269, hereby assigns and grants to Paribas, as Collateral Agent, with principal offices at 787 Seventh Avenue, New York, New York 10019 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's right, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Obligations of the Assignor, as such term is defined in the Amended and Restated Security Agreement between the Assignor and the Assignee, dated as of October 12, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

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

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 12th day of October, 1999.

SEMTRONICS, CORP.
Assignor

By _____
Name: Michael J. Gouldsmith
Title: Vice President

PARIBAS,
as Collateral Agent, Assignee

By _____
Name: Edward Irwin
Title: Managing Director

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

CYNTHIA M. MAGNO
Notary Public, State of New York
No. 01MA6026307
Qualified in New York County
Commission Expires June 14, 2001

On this 12th day of October, 1999, before me personally came Michael J. Gouldsmith who, being by me duly sworn, did state as follows: that he is Vice President of SEMTRONICS CORP., that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Cynthia M. Magno

Notary Public

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

STACY E. NATHANSON
Notary Public, State of New York
No. 01NA6024356
Qualified in New York County
Commission Expires May 10, 2001

On this 12th day of October, 1999, before me personally came Edward Irwin, who, being by me duly sworn, did state as follows: that he is Managing Director of Paribas, that he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Stacy E. Nathanson
Notary Public

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SCHEDULE A

MARK	REG. NO.	REG. DATE
ZVM	2,263,057	July 20, 1999
ZVM ZERO VOLT MONITOR	75/507,313	June 23, 1998