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FORM PTO-1594
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09-18-2000



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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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): **DA VINCI SYSTEMS, INC.**

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

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

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

Name: Morgan Guaranty Trust Company of New York, as
Administrative Agent

Internal Address: _____

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10260

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Conditional Assignment of and Security Interest in
Trademark Rights

Execution Date: August 14, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **2,264,425 ; 2,327,751 ; 2,141,398**

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 3

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

K E Ahrend
Signature

8/22/00
Date

Total number of pages comprising cover sheet: 7

09/18/2000 MTHAI1 00000059 2264425

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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

TRADEMARK
REEL: 002137 FRAME: 0356

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of August __, 2000 is made by DA VINCI SYSTEMS, INC., a Delaware corporation (the "Grantor") and a Subsidiary of Dynatech LLC, a Delaware limited liability company (the "Primary Borrower"), in favor of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York banking corporation, as administrative agent (in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively the "Lenders"), parties to the Credit Agreement, dated as of May 23, 2000 (as amended, waived, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Primary Borrower, the German Borrowers (as defined in the Credit Agreement), Morgan Guaranty Trust Company of New York, as the German Term Loan Servicing Bank, the Lenders, the Administrative Agent, Credit Suisse First Boston, as syndication agent for the Lenders, and The Chase Manhattan Bank and Bankers Trust Company, each in its capacity as co-documentation agent for the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Primary Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Dynatech, the Primary Borrower, and certain Subsidiaries of the Primary Borrower including the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of May 23, 2000 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Granting Parties, including the Grantor, pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Primary Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. **Conditional Assignment and Grant of Security Interest.** The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.

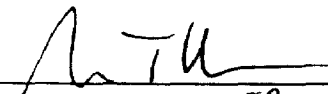
SECTION 3. **Purpose.** This Conditional Assignment has been executed and delivered by the Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. **Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

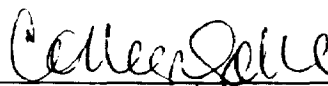
SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DA VINCI SYSTEMS, INC.

By: 
Name: MARK V. B. FREMALLO
Title: VICE PRESIDENT

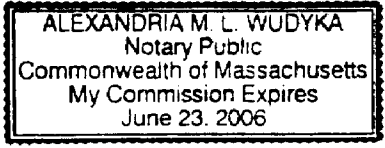
MORGAN GUARANTY TRUST COMPANY OF NEW
YORK
as Administrative Agent for the Lenders

By: 
Name: COLLEEN B. GALLE
Title: VICE PRESIDENT

STATE OF Massachusetts)
) ss
COUNTY OF Middlesex)

On the 8th day of August, 2000, before me personally came Mark V.B Tremaille, who is personally known to me to be the Vice President of da Vinci Systems, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he is authorized by the corporation to execute and deliver said instrument; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Alexandria M. Wudyka
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) SS
COUNTY OF New York)

On the 14th day of August, 2000, before me personally came Colleen Sally, who is personally known to me to be the Vice President of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he is authorized by the corporation to execute and deliver said instrument; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Richard Karkada
Notary Public

RICHARD KARKADA
Notary Public, State of New York
No. 01KA6029845
Qualified in Richmond County
Commission Expires August 30, 2001

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Name	Registration #	Registration Date
2K	2,264,425	
Colorist Toolbox	2,327,751	
Resolve	2,141,398	