

MRO 8-22-00

09-18-2000

FORM PTO-1594  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

101460458

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

1. Name of conveying party(ies): AIRSHOW, 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

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

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

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

A. Trademark Application No.(s) 75/894,797

B. Trademark Registration No.(s) 1,374,657 ; 1,754,469 ; 2,032,914  
2,225,134 ; 2,119,015 ; 2,226,771

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: 7

7. Total fee (37 CFR 3.41): ..... \$190.00

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.                      [Signature]                      8/22/00

Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 7

09/18/2000 MTHA11 00000049 75894797

01 FC:481 40.00 BP

02 FC:482 150.00 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: 002138 FRAME: 0692

**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 AIRSHOW, 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.

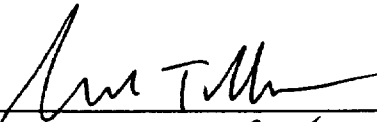
SECTION 3. **Purpose.** This Conditional Assignment has been executed and delivered by the Grantor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted 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.

AIRSHOW, INC.

By:   
Name: MARK U.B. TREMALLO  
Title: Vice President

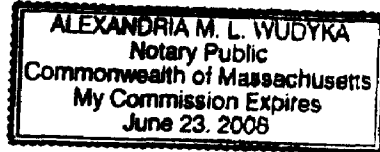
MORGAN GUARANTY TRUST COMPANY OF NEW  
YORK  
as Administrative Agent for the Lenders

By:   
Name: COLLEEN B GALLE  
Title: VICE PRESIDENT

STATE OF Massachusetts,  
COUNTY OF Middlesex ) ss

On the 8<sup>th</sup> day of August, 2000, before me personally came HAER U.B. MEMALO, who is personally known to me to be the vice president of Airshow, 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. L. Wudyka  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York )  
 ) ss  
COUNTY OF New York )

On the 14<sup>th</sup> day of August, 2000, before me personally came Colleen Galt, 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
AIRSHOW	1,374,657	December 10, 1985
AIRTELL	1,754,469	February 23, 1993
GENESYS	2,032,914	January 21, 1997
AIRSHOW/EXPLORER	2,225,134	February 23, 1999
AIRSHOW NETWORK	2,119,015	December 9, 1997
AIRSHOW TV	2,226,771	February 23, 1999

Name	Serial #	Filing Date
DIGITAL CABIN	75/894,797	January 12, 2000

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-7227

E-MAIL ADDRESS

k\_ahrend@stblaw.com

BY EXPRESS MAIL

August 22, 2000

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, D.C. 20231

Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment of and Security Interest in Trademark Rights in favor of Morgan Guaranty Trust Company of New York, as Administrative Agent, covering 7 U.S. trademark registrations and trademark applications.

A check for \$190 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,

  
Kristopher E. Ahrend

Enclosure

COLUMBUS

LOS ANGELES

PALO ALTO

LONDON

HONG KONG

TOKYO

SINGAPORE

RECORDED: 08/22/2000

TRADEMARK  
REEL: 002138 FRAME: 0699