

MED 8-22-00

09-18-2000

FORM PTO-1594  
1-31-92

RECORD  
TRAD



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101460462

Tab settings

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

1. Name of conveying party(ies): DYNATECH LLC

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State

Other Delaware Limited Liability Company

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)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) See Attached Continuation  
2067097

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: ..... 23

7. Total fee (37 CFR 3.41): ..... \$590.00

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.                      *K Ahrend*                      8/22/00

Name of Person Signing                      Signature                      Date

09/18/2000 MTHAI1 00000053 2067097

Total number of pages comprising cover sheet: 8

01 FC:481 40.00 DP  
02 FC:482 550.00 DP

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: 0734

**CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET****4. Application number(s) or registration number(s):**

<b>TITLE</b>	<b>REG. NO.</b>
CENTEST	2,067,097
TTC.COM	2,102,925
TTC	2,100,790
T-BERD	1,978,334
NETLENS	2,084,492
AUTOLOSS	2,002,466
CENTEST	1,855,572
N NETLENS	1,833,701
INTERCEPTOR	1,800,479
INTERCEPTOR	1,888,232
MULTIPAT	1,778,717
FIBERSCAN	1,799,977
LANHAWK	1,695,248
TTC	1,650,619
LDA	1,630,662
INTERCEPTOR	1,622,155
...EXPECT EXCELLENCE	1,587,224
FIREBERD	1,583,432
TTC	1,529,479
T-BERD	1,474,014
TTC TELECOMMUNICATIONS TECHNIQUES CORPORATION	1,459,008
LP COM	1,375,620
DYNATECH	724,612

**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 DYNATECH LLC, a Delaware limited liability company (the "Primary Borrower") wholly owned by Dynatech Corporation, a Delaware corporation ("Dynatech"), 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") from time to time 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 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 Primary Borrower and other Granting Parties 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 Primary Borrower 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 Primary Borrower 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 Primary Borrower 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.

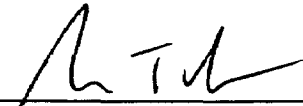
SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Primary Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted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

DYNATECH LLC

By:   
Name: MARK V. TREMALLO  
Title: VICE PRESIDENT

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

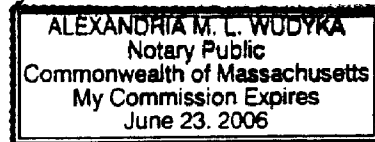
as Administrative Agent for the Lenders

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

STATE OF Massachusetts )  
 ) SS  
COUNTY OF Middlesex )

On the 8<sup>th</sup> day of August, 2000, before me personally came Mark V. B. Tremallo, who is personally known to me to be the Vice President of Dynatech LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Vice President in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he is authorized by the limited liability company to execute and deliver said instrument; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

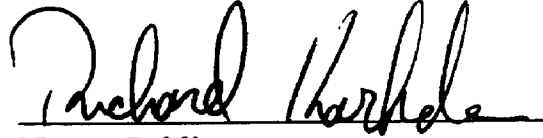
Alexandria M. L. Wudyka  
Notary Public



(PLACE STAMP AND SEAL ABOVE)

STATE OF New York  
COUNTY OF New York <sup>ss</sup>

On the 14<sup>th</sup> day of August, 2000, before me personally came Colleen Galle, 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.



Notary Public

**RICHARD KARKADA**  
Notary Public, State of New York  
No. 01KAG029845  
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
CENTEST	2,067,097	June 3, 1997
TTC. COM	2,102,925	October 7, 1997
TTC	2,100,790	September 30, 1997
T-BERD	1,978,334	June 4, 1996
NETLENS	2,084,492	July 29, 1997
AUTOLOSS	2,002,466	September 24, 1996
CENTEST	1,855,572	September 27, 1994
N NETLENS	1,833,701	May 3, 1994
INTERCEPTOR	1,800,479	October 26, 1993
INTERCEPTOR	1,888,232	April 11, 1995
MULTIPAT	1,778,717	June 29, 1993
FIBERSCAN	1,799,977	October 19, 1993
LANHAWK	1,695, 248	June 16, 1992
TTC	1,650,619	June 16, 1992
LDA	1,630,662	January 8, 1991
INTERCEPTOR	1,622,155	November 13, 1990
...EXPECT EXCELLENCE	1,587,224	March 13, 1990
FIREBERD	1,583,432	February 20, 1990
TTC	1,529,479	March 14, 1989
T-BERD	1,474,014	January 26, 1988
TTC TELECOMMUNICATIONS TECHNIQUES CORPORATION	1,459,008	September 29, 1987
LP COM	1,375,620	December 17, 1985
Dynatech	724, 612	November 28, 1961