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(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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101944117

U.S. DEPARTMENT OF COMMERCE  
U.S. 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):

**G&H Technology, Inc.**

- 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: **December 7, 1994**

2. Name and address of receiving party(ies)

Name: **Bank Austria Creditanstalt  
Internal Finance, Inc.**

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

Street Address: **150 E. 42nd St.**

City: **New York** State: **NY** Zip: **10017**

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

Other **Bank organized under the law of Austria**

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)

**1,105,976**

Additional number(s) attached  Yes  No

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

Name: **Loletta L. Darden**

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

Street Address: **Sachnoff & Weaver, Ltd.**

**30 S. Wacker Dr., 29th Floor**

City: **Chicago** State: **IL** Zip: **60606**

6. Total number of applications and registrations involved: \_\_\_\_\_

**1**

7. Total fee (37 CFR 3.41).....\$ **40.00**

- Enclosed **Check # 3749**
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**40E**

(Attach 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.*

**Loletta L. Darden**

Name of Person Signing

*Loletta L. Darden*

Signature

**Nov. 8, 2001**

Date

Total number of pages including cover sheet, attachments, and document: **35**

01/11/2002 LNUELLER 00000251 1105976

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

01 FC:481

40.00 DP

**TRADEMARK  
REEL: 002422 FRAME: 0058**

COLLATERAL AND SECURITY AGREEMENT

THIS COLLATERAL AND SECURITY AGREEMENT entered into as of December 7, 1994, by and between G & H 1994, INC., a Delaware corporation (together with its successors and assigns, "Debtor"), THE FINANCIAL INSTITUTIONS PARTY HERETO (collectively, the "Banks"), and CREDITANSTALT-BANKVEREIN, a bank organized under the laws of the Republic of Austria, as Agent for the Banks (the "Agent," and, together with the Banks, the "Secured Parties"),

W I T N E S S E T H:

WHEREAS, Debtor as borrower has entered into a Credit Agreement (as amended, modified or supplemented from time to time, the "Credit Agreement") dated as of even date herewith, with the Secured Parties, with respect to a credit facility in the aggregate amount of up to eighteen million dollars (\$17,000,000) consisting of term loans and revolving credit (such loans and revolving credit being referred to hereinafter collectively as the "Credit"); and

WHEREAS, the Credit Agreement requires, as a condition to the Secured Parties' obligations to extend the Credit, the execution and delivery of this Collateral and Security Agreement ("Collateral Agreement") in order to secure as provided herein (A) the payment in full of the principal of, and interest on, all indebtedness of, and all other amounts now or hereafter owing by, Debtor to the Secured Parties under the Credit Agreement or under any of the other Loan Documents (this and other capitalized terms shall have the meanings set forth or referred to in Article 7 hereof) howsoever created, arising or evidenced, direct or indirect, absolute or contingent, due or to become due, and (B) the performance by Debtor of all its respective other obligations under the Credit Agreement, this Collateral Agreement, any Deed of Trust and any and all Other Assurances and under any of the other Loan Documents (all indebtedness, obligations and liabilities referred to in clauses (A) and (B), as any thereof may be renewed or extended, or as any instrument evidencing, agreement governing or document securing said indebtedness, obligations or liability may be from time to time amended, modified or supplemented, being sometimes hereinafter referred to collectively as the "Secured Obligations");

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

Collateral

1.1 Grant of Security Interest. In order to secure the due and punctual payment and performance of each of the Secured Obligations, Debtor hereby and by its execution and delivery of

the Deed of Trust, and any Other Assurances pursuant to Sections 2.3 and 2.4, grants, transfers, warrants, conveys, assigns and mortgages to the Agent, and grants to the Agent a security interest in, Debtor's presently existing or hereafter acquired right, title, estate and interest in the following property, wherever located, including, without limitation:

(a) All Accounts;

(b) All Inventory;

(c) All equipment (as that term is defined in the Code) owned by Debtor and used by Debtor at any location (the "Equipment");

(d) All of Debtor's right, title, estate and interest in and to real property owned or leased from time to time described in any Deed of Trust or Other Assurance (including, without limitation, the fee and leasehold interests in real property, and all buildings, improvements and fixtures now or hereafter attached or appurtenant thereto or forming a part thereof), as such property is more particularly described in the Deed of Trust or Other Assurances (sometimes referred to collectively as the "Real Property");

(e) All of Debtor's right, title, estate and interest, ~~whether now existing or hereafter acquired~~ in and to all corporate and other business records in any form, including in form for use by computers or data processing machines; royalties, patent applications, ~~patents~~, inventions, copyrights, copyright applications, rights and interests in copyrights and works protectable by copyright, trade secrets and other confidential information relating to the business of Debtor, including, by way of illustration and not limitation, each and every kind of know-how practiced by Debtor and its employees; licenses, customer lists, advertising, trademarks, trademark applications, service marks, service mark applications, designs, logos, slogans, indicia, corporate names, company names, business names, fictitious business names, trade names, trade styles and registrations issued with respect to any of the foregoing used in Debtor's business or in which Debtor otherwise has an interest; and all other information of any kind or character, whether or not reduced in writing, with respect to the conduct by Debtor of its business not generally known by the public; and the goodwill associated with the foregoing and including, but not limited to, the patents, trademarks and copyrights described in Schedule 1 hereto ("Intellectual Property");

(f) All of Debtor's right, title, estate and interest in and to all contracts, contract rights, undertakings, franchise agreements or other agreements, whether written or oral (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof;

(g) All chattel paper, instruments, securities, bills of lading, warehouse receipts and other documents of title and documents of any kind now existing or hereafter acquired or arising, whether arising from or related to the disposition of Inventory, Equipment, or otherwise, and all rights now or hereafter existing in and to all security agreements, leases, securities, letters of credit and other contracts, documents and instruments securing or otherwise relating to any such accounts, rights or instruments (any and all such chattel paper, instruments, and documents being hereinafter collectively referred to as the "Chattel Paper, Instruments and Documents");

(h) All deposit accounts of Debtor, including without limitation, those maintained at Wells Fargo Bank, denominated as account numbers 4600-162265, 4417-802616, 6600-330831, 0600-181952, those maintained at Wells Fargo Securities denominated as account number 77643294, and those maintained at Bank of America, denominated as account number 100-3-00093;

(i) All other goods and personal property of the Debtor whether tangible or intangible, including without limitation, all other rights to payment not specified above, and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, Debtor and wherever located; and

(j) All proceeds and products of the foregoing (including, without limitation, cash proceeds and noncash proceeds resulting from the sale or other voluntary or involuntary dispositions thereof or any other realization in respect thereof and including, but not limited to, all property of any type that is acquired with any cash proceeds), all guarantees, insurance and rights against sureties Debtor may have in connection therewith and all proceeds and products relating thereto or therefrom, and all Debtor's right, title and interest in and to additions, accessions, replacements and substitutions to and for the foregoing, and all documents, ledger sheets and files (including in form for use or processing by computers

or other electronic machines) of Debtor relating thereto. The term "proceeds" as used herein shall include, without limitation, all accounts, chattel paper, deposit accounts, instruments, equipment, inventory, documents, farm products, general intangibles and other proceeds (all of the foregoing shall have the meaning given them in the Code) which arise from the sale, lease, transfer or other use or disposition of any kind of any Collateral (as defined below) or proceeds and all proceeds of any type described above acquired with cash proceeds.

The interests in property described in Sections (a) through (i) and all other property which is at any time subject, or intended to be subject, to the liens, security interests and other rights of the Secured Parties hereunder or under any Other Assurance are sometimes referred to herein collectively as the "Collateral."

1.2 Collateral as Security Only. The grant of Collateral to the Secured Parties hereunder is as security only and shall not subject the Secured Parties to, or transfer or in any way affect or modify, any obligation or liability of Debtor under any of the Collateral or any transactions which gave rise thereto.

## ARTICLE 2

### Debtor's General Representations, Warranties and Covenants

Debtor represents, warrants, covenants and agrees as follows:

2.1 Title. Debtor has and will at all times have and maintain good title to all Collateral free of all security interests, liens and encumbrances other than Permitted Encumbrances; the liens and security interests hereunder will be subject only to Permitted Encumbrances and will be perfected on or prior to the Initial Closing Date and otherwise will be and remain perfected in accordance with Section 2.3 hereof and the terms of the Credit Agreement.

2.2 Preservation of Rights. Debtor shall at its expense protect, warrant and defend forever its rights in the Collateral as described in Section 2.1, and the rights of the Secured Parties therein and thereto, against the claims and demands of all persons whomsoever (other than claims and demands based upon Permitted Encumbrances), and this covenant shall not be extinguished by any exercise of power of sale, foreclosure or sale thereof or other remedy hereunder or provided by law.

2.3 Perfection of Liens. In accordance with the terms of the Credit Agreement, and Section 2.1 of this Collateral Agreement, Debtor has caused and shall cause this Collateral Agreement, the Deed of Trust, form UCC-1 financing statements and Other Assurances to be filed, registered or recorded and to be kept, filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the liens and security interests hereof upon, and the rights and interest of the Secured Parties in, the Collateral.

2.4 Other Assurances. Without limiting the provisions of Section 2.3, Debtor (i) shall do, execute, acknowledge and deliver all and every such further acts, pledges, deeds, conveyances, supplemental agreements, mortgages, deeds of trust, assignments, instruments, endorsements, stock powers, notices of assignments, financing statements, continuation statements, assignments of rents or leases, transfers, assurances and other instruments, documents, writings and agreements (herein collectively called "Other Assurances") as the Secured Parties may from time to time deem necessary or advisable, for the better assuring, conveying, assigning, transferring, hypothecating, pledging and confirming unto the Secured Parties the Collateral and rights hereby granted, conveyed or assigned, or which Debtor may be or may hereafter become bound to convey or assign to the Secured Parties or for carrying out the intention of or facilitating the performance of the terms of this Collateral Agreement, or for filing, registering or recording this Collateral Agreement or subjecting any portion of the Collateral to the lien and security interest hereof with the priority required therefor hereunder, or the Secured Parties' exercise of their rights and remedies hereunder; and (ii) upon request, shall execute, deliver or file, and hereby authorizes the Agent to execute, deliver or file one or more Other Assurances, and hereby irrevocably appoints the Agent to be its attorney for and in its name and on its behalf for such purposes, and generally to use its name in the exercise of all or any of the powers hereby conferred on the Secured Parties with full power of substitution. The power and authority hereby given and granted by Debtor to the Secured Parties shall be deemed coupled with an interest and shall not be revocable by Debtor. To the extent that the Secured Parties deem it necessary or advisable that any Other Assurance be given to or entered into with a separate agent, co-agent or trustee on behalf of the Secured Parties, then the Secured Parties, if not named as beneficiaries or like persons therein, are hereby authorized to direct such trustee or other person as to the action to be taken on behalf of the Secured Parties, in the same manner as the Secured Parties are in other respects authorized to act hereunder. If any provision of any Other Assurance is inconsistent with any provision hereof, the provisions hereof shall control, except that any remedy provided by any Other Assurance which may be greater than or in addition to the remedies provided hereunder shall not be deemed to be an inconsistency.

2.5 Maintenance of Name, etc. As of the date of this Collateral Agreement, Debtor conducts business only under its own name. Debtor will not change its name, identity or structure in any manner which might make any financing or continuation statement filed in respect of the Collateral seriously misleading within the meaning of section 9-402(7) (or any other then applicable provision) of the Code unless Debtor shall have given the Secured Parties at least thirty (30) days' prior written notice thereof.

2.6 Maintenance of Office. Debtor represents and warrants that its chief executive office is located at 750 West Ventura Blvd., Camarillo, California. Debtor will not change the location of its chief executive office unless Debtor, at least thirty (30) days prior to such change, notifies the Agent of such change and takes all action necessary or that the Agent may reasonably request to preserve, perfect, confirm and protect the Secured Parties' liens and security interests in the Collateral. Debtor shall at all times maintain its chief executive office within the State of California.

2.7 No Other Financing Statements. Without the prior written consent of the Agent, Debtor will not file or authorize or permit to be filed in any jurisdiction any financing statement or like instrument covering or relating to any Collateral in which the Secured Parties are not named as the secured party, except financing statements or like instruments in respect of Permitted Encumbrances.

2.8 Maintenance of Records. Debtor shall keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of any and all payments received and any and all credits granted with respect to the Collateral and all other dealings with the Collateral. Debtor shall take such steps as may be necessary to make employees of Debtor aware of this Collateral Agreement and the security interests granted hereby. For the Secured Parties' further security, Debtor agrees that the Secured Parties shall have a special property interest in all of the Debtor's books and records, including in any form for use by computers or data processing machines, pertaining to the Collateral and, upon the occurrence and during the continuation of any Event of Default, Debtor shall deliver and turn over any such books and records to the Agent or its representative at any time upon demand of the Agent. At any time and from time to time, whether or not any Event of Default has occurred, but upon reasonable notice from the Agent, Debtor shall permit any representative of the Agent or the Majority Banks to inspect such books and records and shall provide photocopies thereof to the Agent.

2.9 Schedules and Reports. Debtor shall furnish to the Secured Parties from time to time, as promptly as feasible upon the Secured Parties' request, schedules identifying and describ-

ing the Collateral (including, without limitation, the locations thereof) and other reports in connection with the Collateral, all as the Secured Parties may reasonably request.

2.10 Verifications Respecting Collateral. Upon reasonable prior notice to Debtor (unless an Event of Default has occurred, in which case no notice is necessary), the Agent shall have the right to make test verifications of the Accounts and physical verifications and appraisals of the Inventory and other Collateral in any manner and through any medium that it considers advisable, and Debtor agrees to furnish all such assistance and information as the Agent may require in connection therewith. Following an Event of Default, Debtor, at its own expense, shall cause the certified public accountants then engaged by Debtor, or other certified public accountant satisfactory to the Secured Parties, to prepare and deliver to the Secured Parties at any time and from time to time promptly upon the Agent's or the Majority Banks' request the following reports: (i) a reconciliation of all Debtor's Accounts, (ii) an aging of all Debtor's Accounts, (iii) trial balances, and (iv) a test verification of such Accounts as the Agent or the Majority Banks may request. In the event Debtor obtains a physical verification of any of the Collateral by Debtor's certified public accountants, then Debtor shall deliver to the Agent copies of the results of such verification.

2.11 No Negotiable Documents. Debtor shall not deposit any Collateral in exchange for a negotiable Document of Title.

2.12 Liens and Encumbrances. Debtor shall pay when due all obligations, lawful claims or demands of any person which, if unpaid, will result in, or permit the creation of, a lien or encumbrance on the Collateral, except such as may constitute a Permitted Encumbrance.

2.13 Taxes and Assessments. Debtor shall furnish to the Agent such official receipts as the Secured Parties may request evidencing the payment in full, when required hereby or by the Credit Agreement, of all general taxes and assessments, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Collateral.

2.14 Compliance with Laws. Debtor shall comply in all material respects with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Collateral or the operation thereof, and shall pay all fees or charges of any kind in connection therewith, unless the validity of any thereof is being contested in good faith by Debtor and adequate reserves have been provided therefor or the failure to comply or pay fees and charges would not have a Material Adverse Effect.

2.15 Consents. Except for any Form UCC-1 financing statements filed pursuant to Section 2.3 hereof and any filing or recording required by the United States Copyright Office, the



United States Patent and Trademark Office, and any state or foreign trademark office, necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Debtor, attachment or perfection of the security interest granted hereby or for the execution, delivery or performance of this Collateral Agreement by Debtor, or (ii) for the perfection of such security interest or the exercise by the Secured Parties of their rights and remedies provided for in this Collateral Agreement. All other actions necessary or desirable to perfect and protect such security interest in each item of Collateral have been duly taken to the extent a security interest can be created therein under the Code or has been waived in writing by the Agent.

2.16 Notices. Debtor shall advise the Agent promptly in reasonable detail of any material lien or other encumbrance, other than Permitted Encumbrances, attaching to or asserted against any of the Collateral.

2.17 Release of Collateral. Debtor shall have the right to sell or dispose of Collateral only to the extent and subject to the conditions set forth in the Credit Agreement or any sale or disposition otherwise agreed to by the Secured Parties. In the event of any such permitted sale or disposition, the lien and security interest created by this Collateral Agreement and any Other Assurance shall be released from the property so disposed of, and the Agent shall execute and deliver, any releases, instruments or documents necessary to accomplish the foregoing, provided that any such release, execution or delivery shall be without recourse or warranty of any kind.

2.18 Termination and Amendment of Key Contracts. Debtor agrees that, notwithstanding any provisions to the contrary in any of the Key Contracts listed, it shall not terminate and shall not agree to amend or modify any of the material terms, including but not limited to the duration of the contract term or monetary obligations thereunder, of the Key Contracts listed in Schedule 2 of this Collateral Agreement without the prior written consent of the Agent.

### ARTICLE 3

#### Particular Provisions Respecting Accounts and Contracts

3.1 Compliance with Terms of Accounts, etc. Debtor shall perform and comply with all obligations in respect of Accounts, Contracts and all other agreements relating to Accounts or Contracts to which it is a party or by which it may be bound.

3.2 Authorization To Collect Accounts. Debtor may collect Accounts, provided that such collection is performed in a prudent and businesslike manner, and the Agent or the Majority Banks may, upon the occurrence of an Event of Default and without notice, limit or terminate Debtor's right to collect Accounts at any time.

3.3 Limitations on Modifications of Accounts, etc. From and after any Event of Default, Debtor shall not, without the Secured Parties' prior written consent, grant any extension of the time of payment of any Account or amounts due under any contract, instrument or other agreement, nor compromise, compound or settle any of the same for less than the full amount thereof, release, in whole or in part, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of Debtor.

3.4 Compliance with Terms of Contracts etc. Debtor shall comply with, observe, perform and discharge, each of the obligations, terms, covenants, conditions and warranties in respect of the Contracts and all other agreements with customers by which Debtor may be bound. Debtor shall promptly notify the Agent of any failure on the part of Debtor to observe, perform or discharge any material obligation, term, covenant, condition or warranty under any material Contract.

3.5 Authorization To Collect Amounts Due Under Contracts. Debtor may collect amounts due to Debtor under Contracts provided that such collection is performed in a prudent businesslike manner, and the Agent or the Majority Banks may, upon the occurrence of an Event of Default and without notice, limit or terminate Debtor's right to collect amounts due under Contracts at any time.

3.6 Limitation on Modification of Contracts. From and after any Event of Default, Debtor shall not without the Secured Parties' prior written consent, grant any extension of time of payment of any amount due to Debtor under any Contract, enter into any material modification of any Contract other than in the ordinary course of business, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business.

#### ARTICLE 4

##### Particular Provisions Respecting Inventory and Equipment

4.1 Maintenance. Debtor shall maintain the Inventory in good, salable condition, and shall not commit or permit any waste thereof or permit or suffer any unlawful use thereof. Debtor shall maintain its Equipment in good operating condition, subject to ordinary wear and tear.

4.2 Insurance. Debtor shall keep all Inventory and Equipment insured against loss or damage by fire and other hazards as may be reasonable and customary in Debtor's businesses, with such provisions relating to self-retention and deductibility as shall be customary for businesses of similar size and nature in the industry; provided, however, that Debtor shall give prompt written notice to the Agent of any change in such provisions relating to self-retention and deductibility. Such insurance shall bear a standard noncontributory lender loss payee endorsement in favor of the Secured Parties, and shall provide (i) that all property losses insured against shall be adjusted by Debtor (subject to the Secured Parties' approval of final settlement of estimated losses of \$250,000 or more), (ii) that with respect to the proceeds thereof received on account of Inventory, such proceeds shall be treated as a sale of Inventory by Debtor in the ordinary course of business, and in all other cases the proceeds thereof shall be applied pursuant to the provisions of this Collateral Agreement, and (iii) that ten (10) days' prior notice be given to the loss payees of any lapse or cancellation thereof.

4.3 Right of Inspection. Upon reasonable notice to Debtor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Agent and the Secured Parties at all times shall have full and free access during normal business hours to all of the books and records and correspondence of Debtor, and the Agent and the Secured Parties or their representatives may examine the same, take extracts therefrom and make photocopies thereof, and Debtor agrees to render to the Secured Parties, at Debtor's cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto. Upon reasonable notice to Debtor (unless an Event of Default has occurred and is continuing, in which case no notice is necessary), the Agent and the Secured Parties and their representatives shall also have the right to enter into and upon any premises where any of the Inventory or Equipment is located for the purposes of inspecting the same, observing its storage, handling or operation or otherwise protecting the Secured Parties' interest therein.

## ARTICLE 5

### Default

5.1 Incipient Default; Events of Default; etc. For all purposes of this Collateral Agreement, the terms "Acceleration," "Incipient Default" and "Event of Default" shall have the meaning given to each in the Credit Agreement. Notwithstanding anything herein, in any Deed of Trust or in any Other Assurance, and without limiting any other rights provided hereunder or by law, upon the occurrence of any Incipient Default, the Agent or the Majority Banks, may execute and cause to be recorded a notice or other declaration of default required by any applica-

ble laws providing for a cure or other moratorium before the Collateral or any portion thereof may be foreclosed judicially or nonjudicially, so that any cure or other period provided by such laws shall run concurrently with any period provided in the Credit Agreement upon the lapse of which an Incipient Default becomes an Event of Default; provided, however, that any notice of intention to accelerate indebtedness contained in said notice or other declaration of default shall refer to acceleration no sooner than the later of the cure or other period provided by any applicable laws or any applicable period provided in the Credit Agreement.

5.2 Remedies Generally. After an Acceleration has occurred and is continuing (and has not been rescinded or waived pursuant to the Credit Agreement), in addition to, and not by way of limitation of, any right which the Secured Parties may have hereunder, under any Deed of Trust, under any Other Assurance, or under applicable law, at equity or otherwise:

(a) The Secured Parties shall have all of the remedies of a secured party under the Code, including, without limitation, the right and power to sell, or otherwise dispose of, any personal property constituting Collateral, wherever situated, and remove the same without being deemed guilty of trespass and without liability for damages thereby occasioned, or, at its option and upon its demand, to cause Debtor to assemble any Collateral and make it available at the place and time designated in such demand. The Agent, without notice to or demand upon Debtor, may make such payments and do such acts as the Agent deems necessary to protect the lien and security interest hereof (including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the lien and security interest granted hereunder), and in exercising any such powers or authority may pay all expenses incurred in connection therewith, and shall be entitled to hold, maintain, preserve and prepare any Collateral for sale, and may dispose of such Collateral on any premises. ~~To the extent permitted by law, Debtor expressly waives any notice of sale or other disposition of any Collateral and of any other right or remedy with respect thereto, and to the extent any such notice is required and cannot be waived, Debtor agrees that as it relates to this Section, only Section 5.3(b) only, if such notice is mailed, postage prepaid, to Debtor at its address for notice under this Collateral Agreement at least ten (10) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for the giving of said notice.~~

(b) The Agent may, with or without entry, personally or by its agents or attorneys, insofar as applicable:

(i) sell the Collateral and all estate, right, title and interest, claim and demand therein, and any right of redemption thereof, at one or more sales as an entirety or in parcels, and at such times and places and after such notices thereof as may be required or permitted by law at private sale, or at a public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of such private or public sale;

(ii) apply to any court of competent jurisdiction for the appointment of a receiver or receivers for Collateral or any portion thereof, and of all the rents thereof, and Debtor hereby consents to such appointment; or

(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in this Collateral Agreement or in any agreements governing, instruments evidencing or documents securing Secured Obligations or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Agent shall elect.

(c) The Agent may file such proofs of claim and other papers or documents as may be deemed necessary or advisable in order to have the claims of the Secured Parties allowed in any judicial proceedings relative to Debtor or the creditors, or property, of Debtor.

(d) The Agent may adjourn from time to time any sale by it to be made under or by virtue of this Collateral Agreement, any Deed of Trust or any Other Assurance by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Agent, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(e) Upon the completion of any sale or sales made by the Agent, under or by virtue of this Article 5, the Agent shall execute and deliver to the accepted purchaser or purchasers a good and sufficient

instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold, but without any covenant or warranty, express or implied. The recitals in such instrument of any matters or facts shall be conclusive proof of the truthfulness thereof. Any such sale or sales made under or by virtue of this Article 5, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest absolutely all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Debtor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Debtor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under such Debtor, and to the extent permitted by law such Debtor hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter in force.

(f) Debtor on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights to require (i) a marshalling of assets by the Secured Parties or (ii) The Secured Parties to first resort to some or any portion of the Collateral before foreclosing upon and selling any other portion thereof.

### 5.3 Application of Moneys.

(a) All moneys or proceeds received by the Agent, to the extent available for distribution, shall be applied by the Agent in the following order of priority, to the extent permitted by law:

First: To the Agent and the Banks for any unpaid fees and other amounts payable to the Secured Parties pursuant to Sections 6.3 and 6.4 hereof or pursuant to the Credit Agreement;

Second: To pay to the parties entitled thereto all other Secured Obligations in accordance with the Credit Agreement; and

Third: Any surplus then remaining shall be distributed without recourse or warranty to the Person or Persons entitled thereto.

(b) Collateral other than moneys held by the Secured Parties shall not be distributed until the Secured Parties shall elect to distribute such Collateral in kind. The Agent may, to

the extent permitted by law, make distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

#### 5.4 Accounts.

(a) If required by the Secured Parties at any time after any Event of Default, any proceeds, when first collected by Debtor, received in payment of any Account or in payment for any Inventory or on account of any Contracts, shall be promptly deposited by Debtor in precisely the form received (with all necessary endorsements) in a special bank account maintained by the Agent subject to withdrawal by the Agent only, as herein-after provided, and until so turned over shall be deemed to be held in trust by Debtor for and as the Secured Parties' property and shall not be commingled with Debtor's other funds or properties. Such proceeds, when deposited, shall continue to be collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as herein provided. The Agent may, in its sole discretion, apply all or a part of the funds on deposit in said special account in accordance with the provisions of Section 5.4 hereof. If an Event of Default has occurred, at the request of the Agent or the Majority Banks, Debtor shall deliver to the Agent all original and other documents evidencing, and relating to, the sale and delivery of such inventory or the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(b) The Agent may at any time, upon or after the occurrence of any Event of Default and so long as such Event of Default shall be continuing, notify Account Debtors of Debtor and parties to the Contracts, that the Accounts and the right, title and interest of Debtor in and under such Contracts have been assigned to the Secured Parties and that payments shall be made directly to the Agent. Upon the request of the Agent, Debtor shall so notify such Account Debtors and parties to such Contracts. Upon or after the occurrence of an Event of Default, the Agent may in its own name or in the name of others communicate with such Account Debtors and parties to such Contracts to verify with such Persons, to the Agent's satisfaction, the existence, amount and terms of any such Accounts and Contracts.

### ARTICLE 6

#### Fees; Indemnification; Etc.

6.1 No Obligation To Act. The Agent shall be under no obligation or duty to take any action under this Collateral Agreement, any Deed of Trust or any Other Assurance if taking such action (i) would subject the Agent or the Secured Parties to a tax in any jurisdiction where such party is not then subject to a tax, unless the Agent or the Secured Parties

receive security or indemnity satisfactory to them against such tax, or (ii) would require the Agent or the Secured Parties to qualify to do business in any jurisdiction where such party is not then so qualified.

6.2 Delegation of Duties. The Agent may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through agents or attorneys-in-fact, who may include officers and employees of Debtor. The Agent shall be entitled to advice of counsel concerning all matters pertaining to such trusts, powers and duties. The Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it without gross negligence or willful misconduct.

6.3 Compensation and Expenses.

(a) Debtor agrees to pay to the Agent, from time to time upon demand (i) all reasonable fees and out-of-pocket expenses of counsel for the Agent (including external counsel) and of local counsel, if any, who may be retained by such counsel, and reasonable costs for external legal services of the Agent in connection with the preparation, execution, delivery, administration and enforcement of this Agreement, the Deeds of Trust and any Other Assurances, including, without limitation, amendments hereto and thereto and waivers, releases and like instruments issued hereunder and thereunder; (ii) all out-of-pocket operational costs and expenses of the Agent in connection with the administration of this Collateral Agreement, the Deeds of Trust and any Other Assurances or the Collateral, including, without limitation, amendments hereto and thereto, and waivers, releases and like instruments issued hereunder or thereunder; and (iii) all other out-of-pocket costs and expenses of the Agent in connection with the enforcement of this Collateral Agreement, the Deeds of Trust and any Other Assurances, including, without limitation, any advance made by the Agent on behalf of Debtor under any of the foregoing, the sale or other disposition of Collateral pursuant thereto or hereto and the preservation, protection or defense of the Secured Parties' rights under this Collateral Agreement, any Deed of Trust or any Other Assurance and in and to the Collateral.

(b) As security for the payments required by clause (a) of this Section 6.3, Debtor hereby grants to the Secured Parties a lien upon and a security interest in all the Collateral.

6.4 Indemnification.

(a) Debtor shall pay, indemnify, and hold the Secured Parties and the parents and affiliated companies, and their respective officers, employees and agents (collectively, "Indemnified Parties") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions,



judgments, suits, costs, expenses (including, without limitation, the reasonable fees of external counsel) or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Collateral Agreement, any Deed of Trust or any Other Assurance unless arising from the gross negligence or willful misconduct of the Indemnified Party (including, without limitation, indemnification of Indemnified Parties for liabilities of any Indemnified Party for the net amount of taxes (after taking account of any deduction, credit or other tax reduction or benefit available by reason of the imposition of any such tax) in any jurisdiction in which such Indemnified Party would not otherwise be subject to tax except by reason of their acting under this Collateral Agreement, any Deed of Trust or any Other Assurance (directly or through any agent, co-agent or trustee) and any filing fee or excise tax paid by any Indemnified Party pursuant hereto. As security for payments under the aforesaid indemnity, the Secured Parties and any other Indemnified Party shall have a lien upon all the Collateral.

(b) In any suit, proceeding or action brought by any Indemnified Party under or with respect to the Collateral for any sum owing hereunder or to enforce any provisions hereof, Debtor will save, indemnify and keep such Indemnified Party harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the obligor thereunder, arising out of a breach by Debtor or any of its affiliates of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligor or its successors from Debtor, and all such obligations of Debtor shall be and remain enforceable against and only against Debtor and shall not be enforceable against any Indemnified Party.

## ARTICLE 7

### Definitions

Capitalized terms used herein but not defined herein shall have the meanings given in the Credit Agreement. The following terms shall have the respective meanings set forth below:

"Acceleration" shall have the meaning given in the Credit Agreement.

"Account Debtor" shall have the meaning given in the Code.

"Accounts" shall mean accounts, as such term is defined in the Code, and any "Receivables," as defined in the Credit Agreement.

"Chattel Paper" shall have the meaning given in Section 1.1(g).

"Code" shall mean the Uniform Commercial Code as in effect in the State of California or any applicable jurisdiction.

"Collateral" shall have the meaning given in Section 1.1.

"Collateral Agreement" shall mean this Collateral and Security Agreement, dated as of December 7, 1994, between Debtor and the Secured Parties, as the same may from time to time be amended, modified or supplemented.

"Credit" shall have the meaning given in the recitals to this Collateral Agreement.

"Credit Agreement" shall have the meaning given in the recitals to this Collateral Agreement.

"Debtor" shall mean G & H 1994, Inc., a Delaware corporation, and any successors, including without limitation G & H Technology, Inc., a Delaware corporation.

"Deed of Trust" shall mean the deed of trust substantially in the form of Exhibit A hereto duly completed and executed and delivered by Debtor to or for the benefit of the Secured Parties covering any of the Real Property and each other deed of trust of real property executed and delivered from time to time to the Agent, pursuant to this Collateral Agreement or the Credit Agreement, substantially in the form of Exhibit A or in such other form as shall be satisfactory to the Agent, as any of the same may be amended, modified, supplemented, extended or renewed from time to time.

"Document of Title" shall have the meaning given in the Code.

"Documents" shall have the meaning given in Section 1.1(g).

"Equipment" shall have the meaning given in Section 1.1(c).

"Indemnified Parties" shall have the meaning given in Section 6.4.

"Instruments" shall have the meaning given in Section 1.1(g).

"Intellectual Property" shall have the meaning given in Section 1.1(e).

"Inventory" shall mean any "inventory," as such term is defined in the Code, owned or acquired by the Debtor and any Inventory, as defined in the Credit Agreement.

"Key Contracts" shall mean "Key Contracts" as defined in the Credit Agreement.

"Loan Documents" shall have the meaning given in the Credit Agreement.

"Majority Banks" shall have the meaning given in the Credit Agreement.

"Material Adverse Effect" shall have the meaning given in the Credit Agreement.

"Other Assurance" shall have the meaning given in Section 2.4.

"Permitted Encumbrances" shall have the meaning given in the Credit Agreement.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Real Property" shall have the meaning given in Section 1.1(d).

"Secured Obligations" shall have the meaning given in the recitals to this Collateral Agreement.

"Subsidiary" means any corporation, partnership, joint venture, association or other business entity of which the Debtor now or hereafter owns, directly or indirectly, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body thereof.

## ARTICLE 8

### Miscellaneous

8.1 Notices. Any notice which the Debtor or the Secured Parties may be required or may desire to give to the other parties under any provision of this Collateral Agreement shall be in writing by telex or electronic facsimile transmission and shall be deemed to have been given or made when transmitted and addressed as follows:

To Debtor: G & H 1994, Inc.  
750 West Ventura Blvd.  
Camarillo, CA 93010  
Attention: Mr. Roger B. Wachtell

Facsimile: (805) 389-5797

Copy to: Latham & Watkins  
633 West Fifth Street  
Suite 4000  
Los Angeles, CA 90071  
Attention: Randall C. Bassett, Esq.

Facsimile: (213) 891-8763

To the Agent: Creditanstalt-Bankverein  
245 Park Avenue  
New York, NY 10167  
Attention: Ms. Sophia Spinnato

Facsimile: (212) 856-1006

Copy to: Pillsbury Madison & Sutro  
235 Montgomery Street  
San Francisco, CA 94104  
Attention: Mark J. Coleman, Esq.

Facsimile: (415) 983-1200

Any party may change the address to which all notices, requests and other communications are to be sent to it by giving written notice of such address change to the other parties in conformity with this paragraph, but such change shall not be effective until notice of such change has been received by the other parties.

8.2 No Waivers. No failure on the part of the Secured Parties to exercise, no course of dealing with respect to, and no delay in exercising, any right, power or privilege under this Collateral Agreement, any Deed of Trust or any Other Assurance shall operate as a waiver thereof nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.3 Amendments, Supplements and Waivers. The Secured Parties and Debtor may, from time to time, enter into written agreements supplemental hereto or to any Deed of Trust or any Other Assurance for the purpose of adding to, or waiving any provisions of, this Collateral Agreement or any such Deed of Trust or Other Assurance or changing in any manner the rights of the Secured Parties or Debtor hereunder or thereunder. Any such supplemental agreement shall be binding upon Debtor and the Secured Parties and their respective successors.

8.4 Headings. The table of contents and the headings of Articles and Sections have been included herein for convenience only and shall not be considered in interpreting this Collateral Agreement.

8.5 Severability. Any provision of this Collateral Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.6 Successors and Assigns. This Collateral Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and nothing herein is intended or shall be construed to give any other Person any right, remedy or claim under, to or in respect of this Collateral Agreement or any Collateral.

8.7 Governing Law. This Collateral Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to its laws regarding choice of applicable law.

8.8 Counterparts. This Collateral Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

8.9 Termination.

(a) Upon payment in full of all Secured Obligations, the liens and security interests created by this Collateral Agreement shall terminate forthwith and all right, title and interest of the Secured Parties in and to the Collateral shall revert to Debtor, its successors and assigns.

(b) Upon the termination of the Secured Parties' liens and security interests and the release of the Collateral in accordance with Section 8.9(a), the Agent will promptly, at Debtor's written request and expense, (i) execute and deliver to Debtor such documents as Debtor shall reasonably request to evidence the termination of such security interest or the release of the Collateral, and (ii) deliver or cause to be delivered to Debtor all property of Debtor's then held by the Agent.

(c) This Collateral Agreement shall terminate when the liens and security interests granted hereunder have terminated

and the Collateral has been released, provided that the provisions of Sections 6.3 and 6.4 shall survive the termination of this Collateral Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

CREDITANSTALT-BANKVEREIN, as Agent

By *Dennis O'Dowd*  
Dennis O'Dowd  
Its Co-Chief Executive Officer

By *Jack Butz*  
Its VP

CREDITANSTALT-BANKVEREIN, as a Bank

By *Dennis C. O'Dowd*  
Dennis O'Dowd  
Its Co-Chief Executive Officer

By *Jack Butz*  
Its VP

G & H 1994, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

and the Collateral has been released, provided that the provisions of Sections 6.3 and 6.4 shall survive the termination of this Collateral Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Collateral Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

CREDITANSTALT-BANKVEREIN, as Agent

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

CREDITANSTALT-BANKVEREIN, as a Bank

By \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

G & H 1994, INC.

By Roger W. Jackson

Its President, Chief Executive Officer and Secretary

Schedule 1  
Intellectual Property





U.S. AND FOREIGN PATENTS ISSUED

FILE NO.	LATEST ACTIVITY	PATENT NO.	TITLE	SN	COUNTRY	DATE ISSUED	RENEWAL DATE	EXP. YEAR
64H 1036			SOLE CONNECTOR					
64H 1037		5,210,818	HERMETICALLY SEALED OPTICAL FIBER FEEDTHROUGH		USA	5/11/93	5/11/93	2010
64H 1038		5,154,795	HERMETIC OPTICAL FIBER FEEDTHROUGH ARRANGEMENT		USA	10/12/92	10/12/92	2002
64H 1039			NOT ISSUED		USA			
64H 1040		5,091,007	FLYER ELECTROMAGNETIC TRANSMIT PULSE SUPPRESSOR		USA	2/15/92	2/15/92	2010
64H 1041		5,150,601	FIBER OPTIC HERMETIC CONNECTOR		USA	8/18/92	8/18/92	2008
64H 1042		5,060,833	OPTICAL FIBER TERMINUS		USA	10/29/91	10/29/91	2002
64H 1043		5,164,526	METHOD AND APPARATUS FOR SEVERING AN OPTICAL FIBER		USA	12/11/92	12/11/92	2002
64H 1044		5,097,322	HIGH POWER TRANSMISSION OPTICAL FIBER TERMINUS		USA	3/17/92	3/17/92	2002
64H 1045		5,051,878	OPTICAL FIBER TERMINATION		USA	10/29/91	10/29/91	2002
64H 1046		5,051,878	HIGH STRENGTH FLEXIBLE HOUSING		USA	10/29/91	10/29/91	2002
64H 1047		5,160,030	ROTATIONALLY AND AXIALLY RESTRAINED		USA	2/15/92	2/15/92	2006
64H 1048			DRILL BIT AND CHECK ASSEMBLY					
64H 1049		5,197,333	ELECTRICAL OVERSTRESS PULSE PROTECTION		USA	2/12/92	2/12/92	2006
64H 1050		5,201,740	FLUORESCENT MATERIAL		CANADA	10/20/91	10/20/91	2002
64H 1051		5,225,152	PARALLEL OPTICAL FIBER		TURKEY	11/16/92	11/16/92	2002
64H 1052		5,225,152	PARALLEL OPTICAL FIBER		MEXICO	11/16/92	11/16/92	2012
64H 1053		5,225,152	PARALLEL OPTICAL FIBER		ISRAEL	11/16/92	11/16/92	2012
64H 1054		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1055		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
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64H 1080		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
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64H 1141		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1142		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1143		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1144		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1145		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1146		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1147		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1148		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1149		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1150		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1151		5,225,152	PARALLEL OPTICAL FIBER		USA	11/16/92	11/16/92	2002
64H 1152		5,225,15						





U.S. AND FOREIGN PATENTS ISSUED

CLASS	LATEST ACTIVITY	PATENT NO.	TITLE	COUNTRY	DATE ISSUED	RENEWAL DATE	EXP. YEAR
A 910 2			(Miscel 889)				
A 911		4,417,874	ELECTROMAGNETICALLY SHIELDED CONNECTOR (Filed in Europe by ICA, not used, No Model Number)	USA	1/10/84	7/28/84	1992
A 912							
A 913		4,385,794	PROTECTIVE COVER FOR ELEC. CONN. RECEPTACLE OPEN END	USA	5/31/83	4/31/89	2000
A 914	PER OLCOTT, \$17,284 PAYMENT MADE 2/20/93, \$2,843.00	4,365,794	PROVIDING REFLECTIVE SHIELDING (Model 885, Resubm. Cont.)	USA	5/5/81	5/5/87	1998
A 915		4,261,563	AIRCRAFT PLONK IN CONTACT ELECTRICAL CONNECTOR (Model 183, Pmt)	USA	1/18/78		
A 916		4,124,624	EXPLOSION PROOF AUTOMATIC RELEASE HELICOPTER TOY CONNECTOR (No Model Number)	USA	4/11/78		
A 917		4,002,511	ELECTRICAL CONNECTOR LEVER ACTIVATED CENTER COILED (Model Number 800, Original Number 3769)	USA	3/11/77		
A 918		4,059,278	ELECTRICAL CONNECTOR W/ COUPLING ASSEMBLY BREECH RETAINING MEANS (BL Patent)	USA	8/15/76	5/14/82	1987
A 919		4,105,031	ELECTRICAL CONNECTOR AND FREQUENCY SHIELDING MEANS THEREOF AND METHOD OF MAKING SAME (BL Patent)	USA	1/20/76	5/14/82	1987
A 920		4,123,044	METHOD OF MAKING FREQUENCY SHIELDING MEANS SAME FOR AN ELECTRICAL CONNECTOR (BL Patent)	USA	2/11/77		
A 921		4,014,973	ELECTRICAL CONNECTOR WITH INSERT MEMBER RETAINING MEANS (BL Patent)	USA	7/5/77		
A 922		4,032,654	RADIO FREQ. & ELECTROMAGNETIC INTERFERENCE SHIELD FOR ELECTRICAL CONNECTOR (See Docs. 9173, 9184 & 934, (revised))	USA	2/6/75		
A 923		4,124,118	CYTOGENIC CONNECTOR (Model 870)	USA	10/27/76		
A 924		4,064,318	ELECTRICAL CONNECTOR WITH ARGUATE DETENT MEANS (BL Patent)	AUSTRIA	7/26/77		1993
A 925		5,113,584		BELGIUM	7/25/77		1997
A 926		4,572,111		FRANCE	7/10/77	7/28/82	1997
A 927		7,222,316		G. BRITAIN	7/14/77	7/14/82	1997
A 928		1,353,946		ITALY	7/11/77	7/11/82	1997
A 929		1,083,656		JAPAN	2/22/84	2/22/89	1997
A 930		1,354,494		SWEDEN	1/13/82	7/25/82	1997
A 931		1,708,514		FR. GERMANY	7/25/77	7/25/82	1997
A 932				USA	1/15/80		
A 933		4,180,602	ELECTRICAL CONNECTOR WITH ARGUATE DETENT MEANS (BL Patent)	USA	1/12/77		
A 934		4,019,302	SNAP ACTION BREECH LOCK CONNECTOR (Model 888)	USA	3/23/76		
A 935		3,943,700	SNAP ACTION CONNECTOR (Model 868)	USA	5/25/75		
A 936		3,905,667	STRUCTURAL ALIGNMENT PIN & ELECTRICAL CONNECTOR ASSEMBLY (Model 1349, No Model Number)	USA	9/16/76		
A 937		3,900,377	ELECTRICAL CONNECTOR (BL Patent)	USA	12/11/82	12/11/87	2000
A 938		3,146,816	ELECTRICAL CONNECTOR (BL Patent)	USA			

U.S. AND FOREIGN PATENTS ISSUED

SIN	COUNTRY	DATE ISSUED	RENEWAL DATE	EXP. YEAR
3 010 950	USA	1/11/87		
3 524 650	USA	12/27/88		
3 843 200	USA	3/27/88		
3 769 490	USA	2/27/88		
3 787 010	USA	1/22/88		
1,547,847	SPAIN	3/28/89	TAKES DUE 3/28/90	

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LAURENCE  
 3 010 950 ELECTRICAL CONNECTOR (Bl Patent)  
 3 524 650 FIRE FIGHTING SYSTEMS (No Model Number)  
 3 843 200 PARACHUTE RISER RUCKER (No Model Number)  
 3 769 490 ELECTRICAL CONTACT LEARNAL HAND TOOL  
 (No Model Number) Exempt 2-S-21  
 3 787 010 PARACHUTE RELEASE  
 (No Model Number) Exempt 1-37-911  
 1,547,847 PLUS SE GUARD GHTM-20  
 07294 LETTER FROM DUCOTT, O  
 TAXES DE 263.00 DUE 2/28/95

Schedule 2

List of Material Contracts

G&H  
TECHNOLOGY,  
INC.

Memorandum

SPECIALS

<u>Customer</u>	<u>Open Value</u>	<u>Customer P.O.</u>	<u>Period of Performance</u>
Rocketdyne	\$ 4,229,140	RJOSLA91561382	1/91 - 7/97
MDA	443,996	92706005	11/92 - 11/94
MDC	373,907	P41986	12/94 - 10/95
MDC	295,064	P45815	4/95 - 11/95
MDC	285,200	F4T7036BL	8/94 - 10/94
MDC	239,200	F4T7019BL	6/94 - 10/94
Martin	222,338	GSM000011	7/94 - 12/95
MDC	212,420	P31879	4/94 - 11/95
Martin	143,852	RL1-162114	8/91 - 12/95
MDC	87,458	P33834	6/94 - 4/95

TRIDENT-PMM

<u>Customer</u>	<u>Open Value</u>	<u>Customer P.O.</u>	<u>Period of Performance</u>
Lockheed	\$ 3,282,833	MDA	10/94 - 3/96
Lockheed	2,618,954	BAFOZ5040D	10/93 - 3/95
Lockheed	520,276	BXE8C0070D	3/94 - 4/95
Lockheed	256,098	BXE8C2160D	3/94 - 2/95
Lockheed	173,738	BCYBK1470D	10/94 - 2/95



Exhibit A  
Form of Deed of Trust

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNLESS (A) SUCH TRANSFER IS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (B) THE COMPANY HAS BEEN FURNISHED WITH A SATISFACTORY OPINION OF COUNSEL FOR THE HOLDER THAT SUCH TRANSFER IS EXEMPT FROM THE PROVISIONS OF SECTION 5 OF THE ACT, THE RULES AND REGULATIONS IN EFFECT THEREUNDER AND ANY APPLICABLE STATE SECURITIES LAWS.

THE SALE, PLEDGE, HYPOTHECATION OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CERTAIN AGREEMENT BY AND BETWEEN THE WARRANT HOLDER AND THE COMPANY. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE COMPANY."

No. W-1

Number of Warrants: 20,647

Date: December 8, 1994

#### WARRANT CERTIFICATE

G & H TECHNOLOGY, INC.

This Warrant Certificate certifies that Creditanstalt-Bankverein, or registered assigns, is the registered holder of twenty thousand six hundred forty-seven (20,647) Warrants. Each Warrant entitles the owner thereof to purchase at any time on or after the date hereof and prior to 11:59 p.m. (Pacific time) on December 6, 2004, at the office of G & H Technology, Inc. (the "Company") in Camarillo, California, or such other office of which the Company shall have given notice to each holder of Warrants, one fully paid and nonassessable share of the Series B non-voting common stock, par value \$.01 per share ("Common Stock"), of the Company, at the Stock Purchase Price as defined in the Warrant Agreement (defined below) upon (i) presentation and surrender of this Warrant Certificate with the Form of Subscription duly executed and (ii) delivery to the Company of the payment of the Stock Purchase Price. The number of shares that may be purchased upon exercise of this Warrant Certificate set forth above, and the Stock Purchase Price per share set forth above, are the number and Stock Purchase Price as of the date hereof, based on the shares of Common Stock of the Company as constituted at such date, and are subject to adjustment as set forth in the Warrant Agreement (defined below).

The Warrants are issued pursuant to a Warrant Agreement dated as of December 7, 1994 (as amended from time to time, the "Warrant Agreement"), among the Company and Creditanstalt-Bankverein, and are subject to all of the terms, provisions and conditions thereof, which Warrant Agreement is hereby incorporated herein by reference and made a part hereof and to which Warrant Agreement reference is hereby made for a full description of the rights, obligations, duties and immunities of the Company and the holders of the Warrant Certificates. Copies of the Warrant Agreement are on file at the office of the Company referred to above.

As provided in the Warrant Agreement, the Stock Purchase Price and the number of shares of Common Stock that may be purchased upon the exercise of the Warrants evidenced by this Warrant Certificate are, upon the happening of certain events, subject to modification and adjustment.

This Warrant Certificate shall be exercisable, at the election of the holder, either as an entirety or in part, from time to time. If this Warrant certificate shall be exercised in part, the holder shall be entitled to receive, upon surrender hereof, another Warrant Certificate or Warrant Certificates for the number of whole Warrants not exercised. This Warrant Certificate, with or without other Warrant Certificates, upon surrender at the office of the Company referred to above, may be exchanged for another Warrant Certificate or Warrant Certificates of like tenor and date evidencing Warrants entitling the holder to purchase a like aggregate number of shares of Common Stock as the Warrants evidenced by the Warrant Certificate or Warrant Certificates surrendered shall have entitled such holder to purchase.

No holder of this Warrant Certificate shall be entitled to vote or receive dividends or be deemed for any purpose the holder of Common Stock or of any other securities of the Company that may at any time be issued upon the exercise hereof, nor shall anything contained in the Warrant Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Company or any right to vote upon any matter submitted to stockholders at any meeting thereof, or to given or withhold consent to any corporate action (whether upon any recapitalization, issue of stock, reclassification of stock, change of par value, consolidation, merger, conveyance, or otherwise) or, except as provided in the Warrant Agreement, to receive notice of meetings, or to receive dividends or subscription rights, or otherwise, until the Warrant or Warrants evidenced by this Warrant Certificate shall have been exercised as provided in the Warrant Agreement.

WITNESS the signature of the proper officer of the Company and its corporate seal, dated the date first above written.

G & H TECHNOLOGY, INC.

By

Its

A handwritten signature in cursive script, appearing to read "Paul J. ...", is written over a horizontal line. Below this line, the word "President" is written in cursive script, also over a horizontal line.