

RE

06-27-2002

1 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

102137475

attached original documents or copy thereof.

Name of conveying party(ies):

Radian, Inc.

6-24-02

Individual(s)

General Partnership

☐ Association☐ Limited Partnership

X Corporation-State DE

Other

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

Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: May 10, 2002

2. Name and address of receiving party(ies)

Name: Bank of America, N.A. as Agent

Internal Address:

Street Address: 800 Market St.

City: St. Louis

State: MO

ZIP: 63101

☐ Individual(s) citizenship☒ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ OtherIf 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

1130157

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

06/26/2002 DBYRME 00000188 1130157

01 FC:481
02 FC:48240.00 DP
100.00 DP

DO NOT USE THIS SPACE

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.

Laura Konrath

Name of Person Signing

Signature

6/10/02

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK

REEL: 002531 FRAME: 0608

SCHEDULE 1

Continuation
Item 4

Trademarks and Trademark Applications:

1 RADIANT - Registration No. 1,130,157, renewal due 1/29/10.

2 RAILS - Application Ser. No. 75/927,496, Statement of Use filed 11/27/01, registration pending.

3 SMART CAMP - Application Ser. No. 76/328,670. An amended services description is being prepared.

4 TRANSPOLYMER SOLUTIONS - Application Ser. No. 76/339,656, awaiting first Office Action.

5 RADIANT & Design - Application Ser. No. 75/928,059.

SAFEGATE - Investigating a possible filing.

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of May 10, 2002, by Radian, Inc., a Delaware corporation (the "Grantor"), in favor of Bank of America, N.A., in its capacity as collateral agent for Secured Creditors (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Engineered Support Systems, Inc. (the "Borrower") has entered into a Credit Agreement dated as of September 30, 1999 (as amended or otherwise modified from time to time, the "Credit Agreement") with Bank of America, N.A., as Administrative Agent, Swing Line Lender and Issuer, and the other financial institutions party thereto, pursuant to which such financial institutions have agreed to make Loans to the Borrower;

WHEREAS, the Borrower has entered into a Stock Purchase Agreement with the Grantor and the stockholders of the Grantor, dated as of April 26, 2002, pursuant to which the Borrower has purchased all outstanding shares of capital stock of the Grantor on and as of the date hereof, and the Grantor has become a Wholly-Owned Subsidiary of the Borrower;

WHEREAS, the Grantor has entered into a Joinder to Subsidiary Security Agreement dated as of the date hereof, thereby becoming a party to that certain Subsidiary Security Agreement dated as of September 30, 1999 (the "Security Agreement") among the Agent and the Subsidiaries of the Borrower signatory thereto;

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the ratable benefit of Secured Creditors, this Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Agent, for the benefit of Agent and Secured Creditors, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower and its Subsidiaries pursuant to the Secured Debt Agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent, for the benefit of Agent and Secured Creditors, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral");

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not otherwise defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RADIAN, INC., as Grantor

By: 

Name: GARY C. GERHARDT

Title: VICE CHAIRMAN & CFO
EXECUTIVE V.P.

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RADIAN, INC., as Grantor

By: _____

Name: _____

Title: _____

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: David A. Johanson

Name: David A. Johanson

Title: Vice President

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 10th day of May, 2002, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of Radian, Inc., a Delaware corporation and which executed the above instrument, and that his or her signature thereto is duly authorized by said company.

Sharon Moy
Notary Public



SCHEDULE 1

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RADIAN - Registration No. 1,130,157, renewal due 1/29/10.

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SMART CAMP - Application Ser. No. 76/328,670. An amended services description is being prepared.

TRANSPOLYMER SOLUTIONS - Application Ser. No. 76/339,656, awaiting first Office Action.

RADIAN & Design - Application Ser. No. 75/928,059.

SAFEGATE - Investigating a possible filing.

SCHEDULE 2

Patent and Patent Applications:

Physiomagnetometric Inspection and Surveillance System and Method - Provisional Patent Application #60/331,014.

Deployable Power Generation and Distribution System and Method - Provisional Patent Application #60/325,232.

Advance Air Cleaning System and Method - Provisional Patent Application #60/331,015.