

02-04-2003

EF 060410285 US

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102355530

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

1. Name of conveying party(ies): 1-30-03 Universal Avionics Systems Corporation
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State - Arizona
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BankOne, NA
Internal Western Regional Managed
Address: Assets Department, AZ1 1283
Street Address: Post Office Box 71
City: Phoenix State: AZ Zip: 85001-0071
Individual(s) citizenship
Association
General partnership
[X] Corporation-State Illinois
Other
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

3. Nature of conveyance:
Assignment Merger
[X] Security Agreement Change of Name
Other
Execution Date: December 20, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,241,010; 1,713,306; 1,765,635; and 2,213,196
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Glenn Spencer Bacal
Internal Address: Quarles & Brady
Streich Lang, LLP
Street Address: One Renaissance Square
Two North Central Avenue
City: Phoenix State: AZ Zip: 85004

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41) \$115.00
Enclosed
[X] Authorized to be charged to deposit account
8. Deposit account number: 17-0055

DO NOT USE THIS SPACE

9. Signature.
Glenn Spencer Bacal
Name of Person Signing
Signature
Date
January 30, 2003
Total number of pages including cover sheet, attachments, and document: 28

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

02/03/2003 TDIAZ1 00000027 170055 1241010

01 FC:0521 40.00 CH
02 FC:0522 75.00 CH

TRADEMARK REEL: 002663 FRAME: 0457

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 20TH day of December, 2002, by UNIVERSAL AVIONICS SYSTEMS CORPORATION, an Arizona corporation, in its ordinary corporate capacity and in its capacity as successor by merger to: (a) American Panel Corporation, an Arizona corporation, and (b) Universal Avionics Systems Corporation – Instrument Division, a Georgia corporation (hereinafter called "Debtor"), whose chief executive office is located at 3260 East Universal Way, Tucson, Arizona 85706, in favor of (i) BANK ONE, NA, a national banking association, with its main office in Chicago, Illinois (as successor by merger to Bank One, Arizona, NA), and its successors and assigns (hereinafter called "Bank One"); and (iii) BANC ONE LEASING CORPORATION, and its successors and assigns ("Banc One"), whose collective address is Post Office Box 71, Phoenix, Arizona 85001-0071, Attention: Western Region Managed Assets Department, AZ1 1283 (Bank One and Banc One shall be referred to collectively as the "Secured Party").

1. SECURITY INTEREST

Debtor hereby grants to Secured Party a first-priority lien and security interest (hereinafter called the "Security Interest") in all of Debtor's right, title and interest in and to the property described on Schedule "A" attached hereto (collectively, the "Collateral").

2. OBLIGATION SECURED

The Security Interest shall secure, in such order of priority as Secured Party may elect, the full, complete and timely payment of all sums and amounts (including, without limitation, payment of principal, interest, default interest, fees, charges, late charges, prepayment premiums, costs, expenses, attorneys' fees, and monies expended or advanced by Secured Party), together with the full and complete performance, satisfaction and observance of all covenants, conditions, provisions and agreements evidenced by and contained in any or all of the following documents, agreements and instruments and all extensions, modifications, renewals or replacements thereof, now existing or hereafter incurred:

- (a) Amended and Restated Loan Agreement (Term Loan and Revolving Line of Credit) dated May 31, 2000 (the "RLC Loan Agreement"), pursuant to which Bank One made an equipment term loan to Debtor (the "Equipment Loan"), and a revolving line of credit loan (the "RLC Loan") to Debtor. The Equipment Loan is evidenced by an Amended and Restated Secured Promissory Note (Equipment Term Loan) dated May 31, 2000 in the original principal amount of \$5,000,000.00 (the "Equipment Note"), made by Debtor and payable to the order of Bank One. The RLC Loan is evidenced by an Amended and Restated Promissory Note (Revolving Line of Credit) dated May 31, 2000 in the original principal amount of \$25,000,000.00 (the "RLC Note"), made by Debtor and payable to the order of Bank One;
- (b) Second Amended and Restated Loan Agreement (Real Estate Term Loan) dated May 31, 2000 (the "RE Loan Agreement"), pursuant to which Bank One made a real estate term loan (the "RE Loan") to Debtor. The RE Loan is evidenced by an Amended and Restated Secured Promissory Note (Real Estate Term Loan) Line of Credit dated

May 31, 2000 in the original principal amount of \$10,360,000.00 (the "RE Note"), made by Borrower and payable to the order of Bank One;

- (c) First Modification Agreement dated as of September 1, 2000;
- (d) Second Modification Agreement dated as of March 31, 2001;
- (e) Promissory Note Modification Agreement, dated as of October 30, 2001;
- (f) Third Modification Agreement dated as of December 30, 2001;
- (g) Lease Agreement Intended for Security (Aircraft/Daily Equivalent Interim Rent) dated October 29, 1999, relative to Lease No. 1000099861 (the "Lease Agreement");
- (h) International Swap Dealers Association Master Agreement dated June 30, 2000 (the "Swap Agreement");
- (i) Modification and Forbearance Agreement between Debtor and Secured Party dated December 16, 2002;
- (j) Any and all other documents, instruments, schedules, attachments, and agreements related to any and all of the indebtedness, liabilities and obligations described in Section 2 of this Agreement and of all monies expended or advanced by Secured Party pursuant to the terms thereof or to preserve or protect any Collateral or right of Secured Party;
- (k) Any and all other indebtedness, obligations and liabilities of Debtor to Secured Party of every kind and character, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, whether repaid by Debtor and re-advanced to Debtor, whether such indebtedness or obligation is from time to time reduced, modified or increased or entirely extinguished and thereafter reincurred; and
- (l) Any and all documents, instruments, liens, security interests, agreements, filings, recordings, deeds of trust, mortgages, and security agreements securing all or a portion of any of the obligations, indebtedness and liabilities described in Section 2 of this Agreement, including, without limitation, the following:
 - (i) an Amended and Restated Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement)(Variable Rate) dated May 31, 2000, by Borrower, as trustor, for the benefit of Bank One, as beneficiary, recorded on June 14, 2000, in Docket 11319, Page 637, records of Pima County, Arizona ("Arizona Deed of Trust");
 - (ii) an Amended and Restated Deed to Secure Debt and Security Agreement dated May 31, 2000, by Borrower, as grantor, for the benefit of Bank One, as grantee, recorded on July 10, 2000, in Book 1715, Page 0315, records of Forsyth County, Georgia ("Georgia Deed of Trust");

- (iii) an Amended and Restated Indenture dated May 31, 2000, by Borrower, as mortgagor, for the benefit of Bank One, as mortgagee, recorded on June 23, 2000, in Film 2060, Page 1659, Instrument No. 1896237, register of deeds of Sedgwick County, Kansas ("Kansas Deed of Trust");
- (iv) an Amended and Restated Security Agreement (Furniture, Fixtures, Equipment, Inventory and Accounts Receivable) dated May 31, 2000, by Borrower for the benefit of Bank One ("Security Agreement");
- (v) a Georgia UCC-1 Financing Statement filed on June 19, 2000, in Forsyth County, Georgia, as Instrument No. 58-2000-1438 ("Georgia UCC-1");
- (vi) an Arizona UCC-1 Financing Statement filed on June 15, 2000, in the Arizona Secretary of State's office, as Instrument No. 01121626 ("Arizona UCC-1"); and
- (vii) a Kansas UCC-1 Financing Statement filed on June 16, 2000, with the Kansas Secretary of State's office, as Instrument no. 3722451 ("Kansas UCC-1").

All of the indebtedness, liabilities and obligations secured by this Agreement are hereinafter collectively called the "Obligation." All of the loan and lease agreements, promissory notes, leases, deeds of trust, financing statements, modifications, and all other documents and agreements evidencing or securing any portion of the Obligation, including the Lease Agreement and the Swap Agreement, and all other documents and instruments executed in connection with the Obligation are severally and collectively referred to as the "Loan Documents."

3. USE; LOCATION; CONSTRUCTION

3.1 The Collateral is or will be used or produced primarily for business, but excluding farming, purposes. Debtor represents, warrants and covenants to Secured Party that none of the Collateral is intended to be used for (nor will any of the Collateral be used for) personal, family or household purposes.

3.2 The Collateral will be kept at Debtor's address set forth at the beginning of this Agreement.

3.3 Debtor's records concerning the Collateral will be kept at Debtor's address set forth at the beginning of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor hereby represents and warrants that:

4.1 Debtor is a "registered organization" (as defined in the Uniform Commercial Code as in effect in the State of Arizona from time to time [hereinafter called the "UCC"]) and Debtor (i) represents that its name as described in the preamble to this Agreement is accurate; (ii) represents that its chief executive office is located at the address described in the preamble to this Agreement;

(iii) is duly organized, validly existing and in good standing under the laws of the State of Arizona (the "State") as a corporation; (iv) is qualified to do business and is in good standing under the laws of the state in which the Collateral is located and in each state in which it is doing business; (v) has full power and authority to own its properties and assets and to carry on its businesses as now conducted; and (vi) is fully authorized and permitted to execute and deliver this Agreement and to enter into any transactions evidenced by any portion of the Collateral. The execution, delivery and performance by Debtor of this Agreement and all other documents and instruments relating to the Obligation will not result in any breach of the terms and conditions or constitute a default under any agreement or instrument under which Debtor is a party or is obligated. Debtor is not in default in the performance or observance of any covenants, conditions or provisions of any such agreement or instrument.

4.2 The Debtor's Federal employer identification number is 86-0786448.

4.3 Debtor's State of Arizona organization number is 0739892-5.

4.4 Debtor is the owner of the Collateral free and clear of all liens, security interests and other encumbrances, except the Security Interest, and no financing statement covering the Collateral or any portion thereof is filed or recorded in any public office. The Security Interest is valid and enforceable and constitutes first and prior perfected security interests in the Collateral in favor of Secured Party.

4.5 The Collateral is, and is intended to be, used, produced or acquired by Debtor for use primarily for the purpose set forth in Section 3.1 above. The address of Debtor set forth at the beginning of this Agreement is the chief executive office of Debtor.

5. COVENANTS OF DEBTOR

5.1 Debtor shall not sell, transfer, assign, encumber, pledge or otherwise dispose of any Collateral or any interest therein (except as permitted herein) without obtaining the prior written consent of Secured Party, and shall keep the Collateral free and clear of all claims, demands, suits, actions, liens, security interests or other encumbrances, except the Security Interest in favor of Secured Party. Although proceeds of Collateral are covered by this Agreement, this shall not be construed to mean that Secured Party consents to any sale of the Collateral.

5.2 Debtor shall keep and maintain the Collateral in good condition and repair and, to the extent applicable, valid and in full force and effect, and shall not use the Collateral in violation of any provision of this Agreement or any applicable statute, ordinance or regulation or any policy of insurance insuring the Collateral.

5.3 Debtor shall provide and maintain insurance insuring the Collateral against risks, with coverage and in form and amount satisfactory to Secured Party. At Secured Party's request, Debtor shall deliver to Secured Party the original policies of insurance containing endorsements naming Secured Party as a loss payee.

5.4 Debtor shall pay when due all taxes, filings, renewals, fees, assessments and other charges which may be levied or assessed against the Collateral.

5.5 Debtor shall prevent any portion of the Collateral that is not a fixture from being or becoming a fixture and shall prevent any portion of the Collateral from being or becoming an accession to other goods that are not part of the Collateral.

5.6 The Debtor will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral except as permitted by this Agreement.

5.7 Debtor, upon demand, shall promptly deliver to Secured Party all instruments, documents and chattel paper included in the Collateral and all invoices, shipping or delivery records, purchase orders, contracts or other items related to the Collateral. Debtor, without Secured Party's prior written consent, shall not make or agree to make any alteration, modification or cancellation of, or substitution for, or credit, adjustment or allowance on, any Collateral.

5.8 Debtor shall give Secured Party immediate written notice of any change in the location of: (i) Debtor's chief executive office; (ii) the Collateral or any part thereof; (iii) Debtor's records concerning the Collateral; or (iv) the State of Debtor's organization.

5.9 Secured Party or its agents may inspect the Collateral at reasonable times and may enter into any premises where the Collateral is or may be located. Debtor shall keep records concerning the Collateral in accordance with generally accepted accounting principles and, unless waived in writing by Secured Party, shall mark its records and the Collateral to indicate the Security Interest. Secured Party shall have free and complete access to Debtor's records and shall have the right to make extracts therefrom or copies thereof. Upon request of Secured Party from time to time, Debtor shall submit up-to-date schedules of the items comprising the Collateral in such detail as Secured Party may require and shall deliver to Secured Party confirming specific assignments of all accounts, instruments, and documents included in the Collateral.

5.10 Debtor, at its cost and expense, shall protect and defend this Agreement, all of the rights of Secured Party hereunder, and the Collateral against all claims, challenges and demands of other parties. Debtor shall pay all claims and charges that in the opinion of Secured Party might prejudice, imperil or otherwise affect the Collateral or the Security Interest. Debtor shall promptly notify Secured Party of any action, filing, decision, order, investigation, levy, distraint or seizure by legal process or otherwise of or affecting any part of the Collateral and of any threatened or filed claims or proceedings that might in any way affect or impair the terms of this Agreement or have an adverse effect upon the validity of any portion of the Collateral.

5.11 The Security Interest, at all times, shall be perfected and shall be prior to any other claims, rights, and interests in the Collateral. Debtor shall act and perform as necessary and shall execute and file all security agreements, financing statements, continuation statements and other documents requested by Secured Party to establish, maintain and continue the perfected Security Interest. Debtor, on demand, shall promptly pay all costs and expenses of filing and recording, including the costs of any searches, deemed necessary by Secured Party from time to time to establish and determine the validity and the continuing priority of the Security Interest.

5.12 If Debtor shall fail to pay any taxes, assessments, expenses or charges, to keep all of the Collateral free from other security interests, encumbrances or claims, to keep the Collateral in

good condition and repair, to procure and maintain insurance thereon, or to perform otherwise as required herein, Secured Party may advance the monies necessary to pay the same, to accomplish such repairs, to procure and maintain such insurance or to so perform; Secured Party is hereby authorized to enter upon any property in the possession or control of Debtor for such purposes.

5.13 All rights, powers and remedies granted Secured Party herein, or otherwise available to Secured Party, are for the sole benefit and protection of Secured Party, and Secured Party may exercise any such right, power or remedy at its option and in its sole and absolute discretion without any obligation to do so. In addition, if under the terms hereof, Secured Party is given two or more alternative courses of action, Secured Party may elect any alternative or combination of alternatives at its option and in its sole and absolute discretion. All monies advanced by Secured Party under the terms hereof and all amounts paid, suffered or incurred by Secured Party in exercising any authority granted herein, including reasonable attorneys' fees, shall be added to the Obligation, shall be secured by the Security Interest, shall bear interest at the highest rate payable on any of the Obligation until paid, and shall be due and payable by Debtor to Secured Party immediately without demand.

6. COLLATERAL IN THE POSSESSION OF SECURED PARTY

6.1 Secured Party shall use such reasonable care in handling, preserving and protecting the Collateral in its possession, if any, as it uses in handling similar property for its own account. Secured Party, however, shall have no liability for the loss, destruction or disappearance of any Collateral unless there is affirmative proof of a lack of due care; the lack of due care shall not be implied solely by virtue of any loss, destruction or disappearance.

7. EVENTS OF DEFAULT; REMEDIES

7.1 The occurrence of any of the following events or conditions shall constitute and is hereby defined to be an "Event of Default":

(a) Any failure to pay any principal or interest or any other part of the Obligation when the same shall become due and payable.

(b) Any failure or neglect to perform or observe any of the terms, provisions, or covenants of this Agreement or any of the Loan Documents (other than a failure or neglect described in Paragraph 7.1(a)).

(c) Any warranty, representation or statement contained in this Agreement or any of the Loan Documents, or made or furnished to Secured Party by or on behalf of Debtor, that shall be or shall prove to have been false when made or furnished.

(d) The filing by Debtor (or against Debtor) of any proceeding under the federal bankruptcy laws now or hereafter existing or any other similar statute now or hereafter in effect; the entry of an order for relief under such laws with respect to Debtor; or the appointment of a receiver, trustee, custodian or conservator of all or any part of the assets of Debtor.

(e) The insolvency of Debtor; or the execution by Debtor of an assignment for the benefit of creditors; or the convening by Debtor of a meeting of its creditors, or any class thereof, for purposes of effecting a moratorium upon or extension or composition of its debts; or the failure of Debtor to pay its debts as they mature; or if Debtor is generally not paying its debts as they become due.

(f) The admission in writing by Debtor that it is unable to pay its debts as they become due or that it is generally not paying its debts as they mature.

(g) The liquidation, termination or dissolution of Debtor.

(h) Any levy or execution upon, or judicial seizure of, any portion of the Collateral or any other collateral or security for the Obligation.

(i) Any attachment or garnishment of, or the existence or filing of any claim, lien or encumbrance against, any portion of the Collateral or any other collateral or security for the Obligation.

(j) The institution of any legal action or proceedings to enforce any lien or encumbrance upon any portion of the Collateral or any other collateral or security for the Obligation.

(k) The abandonment by Debtor of all or any part of the Collateral.

(l) The loss, theft or destruction of, or any substantial damage to, any portion of the Collateral or any other collateral or security for the Obligation, that is not adequately covered by insurance.

(m) The occurrence of any event of default under any of the Loan Documents or any other document or instrument executed or delivered in connection with the Obligation.

(n) The occurrence of any event of default under any document or instrument given by Debtor, by any entity owned by Debtor or, if Debtor is a corporation, partnership or trust, by any entity owned by the same persons or entities that own Debtor, in connection with any other indebtedness of Debtor or such entity to Secured Party.

(o) The occurrence of any adverse change in the financial condition of Debtor that Secured Party, in its reasonable discretion, deems material, or if Secured Party in good faith shall believe that the prospect of payment or performance of the Obligation is impaired.

Notwithstanding, and without limiting, the foregoing, a breach, default or Event of Default occurring under any of the Loan Documents shall constitute an Event of Default under this Agreement, and an Event of Default occurring under this Agreement shall constitute a breach, default and Event of Default under the Loan Documents.

7.2 Upon the occurrence of any Event of Default and at any time while such Event of Default is continuing, Secured Party shall have the following rights and remedies and may do one or more of the following:

(a) Declare all or any part of the Obligation to be immediately due and payable, and the same, with all costs and charges, shall be collectible thereupon by action at law.

(b) Without further notice or demand and without legal process, take possession of the Collateral wherever found and, for this purpose, enter upon any property occupied by or in the control of Debtor. Debtor, upon demand by Secured Party, shall assemble the Collateral and deliver it to Secured Party or to a place designated by Secured Party that is reasonably convenient to both parties.

(c) Operate the business of Debtor as a going concern, including, without limitation, extend sales or services to new customers and advance funds for such operation. Secured Party shall not be liable for any depreciation, loss, damage or injury to the Collateral or other property of Debtor as a result of such action. Debtor hereby waives any claim of trespass or replevin arising as a result of such action.

(d) Pursue any legal or equitable remedy available to collect the Obligation, to enforce its title in and right to possession of the Collateral and to enforce any and all other rights or remedies available to it.

(e) Upon obtaining possession of the Collateral or any part thereof, after notice to Debtor as provided in Paragraph 7.4 herein, sell such Collateral at public or private sale either with or without having such Collateral at the place of sale. The proceeds of such sale, after deducting therefrom all expenses of Secured Party in taking, storing, repairing and selling the Collateral (including reasonable attorneys' fees) shall be applied to the payment of the Obligation, and any surplus thereafter remaining shall be paid to Debtor or any other person that may be legally entitled thereto. In the event of a deficiency between such net proceeds from the sale of the Collateral and the total amount of the Obligation, Debtor, upon demand, shall promptly pay the amount of such deficiency to Secured Party.

(f) Exercise such additional rights and remedies, at law or in equity, and take such additional steps and actions as may be available to Secured Party under applicable law and the Loan Documents.

7.3 Secured Party, so far as may be lawful, may purchase all or any part of the Collateral offered at any public or private sale made in the enforcement of Secured Party's rights and remedies hereunder.

7.4 Any demand or notice of sale, disposition or other intended action hereunder or in connection herewith, whether required by the Uniform Commercial Code or otherwise, shall be deemed to be commercially reasonable and effective if such demand or notice is given to Debtor at

least five (5) days prior to such sale, disposition or other intended action, in the manner provided herein for the giving of notices.

7.5 Debtor shall pay all costs and expenses, including without limitation costs of Uniform Commercial Code searches, court costs and reasonable attorneys' fees, incurred by Secured Party in enforcing payment and performance of the Obligation or in exercising the rights and remedies of Secured Party hereunder. All such costs and expenses shall be secured by this Agreement and by all deeds of trust and other lien and security documents securing the Obligation. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Secured Party.

7.6 In addition to any remedies provided herein for an Event of Default, Secured Party shall have all the rights and remedies afforded a secured party under the Uniform Commercial Code and all other legal and equitable remedies allowed under applicable law. No failure on the part of Secured Party to exercise any of its rights hereunder arising upon any Event of Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Event of Default. No delay on the part of Secured Party in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Event of Default is continuing. Secured Party may enforce any one or more rights or remedies hereunder successively or concurrently. By accepting payment or performance of any of the Obligation after its due date, Secured Party shall not thereby waive the agreement contained herein that time is of the essence, nor shall Secured Party waive either its right to require prompt payment or performance when due of the remainder of the Obligation or its right to consider the failure to so pay or perform an Event of Default.

7.7 Secured Party shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8. MISCELLANEOUS PROVISIONS

8.1 The acceptance of this Agreement by Secured Party shall not be considered a waiver of or in any way to affect or impair any other security that Secured Party may have, acquire simultaneously herewith, or hereafter acquire for the payment or performance of the Obligation, nor shall the taking by Secured Party at any time of any such additional security be construed as a waiver of or in any way to affect or impair the Security Interest; Secured Party may resort, for the payment or performance of the Obligation, to its several securities therefor in such order and manner as it may determine.

8.2 Without notice or demand, without affecting the obligations of Debtor hereunder or the personal liability of any person for payment or performance of the Obligation, and without affecting the Security Interest or the priority thereof, Secured Party, from time to time, may: (i) extend the time for payment of all or any part of the Obligation, accept a renewal note therefor, reduce the payments thereon, release any person liable for all or any part thereof, or otherwise change the terms of all or any part of the Obligation; (ii) take and hold other security for the payment or performance of the Obligation and enforce, exchange, substitute, subordinate, waive or release any such security; (iii) join in any extension or subordination agreement; or (iv) release any part of the Collateral from the Security Interest.

8.3 Debtor waives and agrees not to assert: (i) any right to require Secured Party to proceed against any guarantor, to proceed against or exhaust any other security for the Obligation, to pursue any other remedy available to Secured Party, or to pursue any remedy in any particular order or manner; (ii) the benefits of any legal or equitable doctrine or principle of marshalling; (iii) the benefits of any statute of limitations affecting the enforcement hereof; (iv) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand and nonpayment, relating to the Obligation; and (v) any benefit of, and any right to participate in, any other security now or hereafter held by Secured Party.

8.4 The terms herein shall have the meanings in and be construed under the Uniform Commercial Code as in effect in the State of Arizona from time to time (the "UCC"). This Agreement shall be governed by and construed according to the laws of the State of Arizona. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be void or invalid, the same shall not affect the remainder hereof which shall be effective as though the void or invalid provision had not been contained herein.

8.5 No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by Debtor and a duly authorized officer of Secured Party.

8.6 This is a continuing Agreement which shall remain in full force and effect until actual receipt by Secured Party of written notice of its revocation as to future transactions and shall remain in full force and effect thereafter until all of the Obligation incurred before the receipt of such notice, and all of the Obligation incurred thereafter under commitments extended by Secured Party before the receipt of such notice, shall have been paid and performed in full.

8.7 No setoff or claim that Debtor now has or may in the future have against Secured Party shall relieve Debtor from paying or performing the Obligation.

8.8 Time is of the essence hereof. All liability hereunder shall be joint and several. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, personal representatives, successors and assigns. The term "Secured Party" shall include not only the original Secured Party hereunder but also any future owner and holder, including pledgees, of note or notes evidencing the Obligation. The provisions hereof shall apply to the parties according to the context thereof and without regard to the number or gender of words or expressions used.

8.9 All notices required or permitted to be given hereunder shall be in writing and may be given in person or by United States mail, or by delivery service. Any notice directed to a party to this Agreement shall become effective upon the earliest of the following: (i) actual receipt by that party; (ii) delivery to the designated address of that party, addressed to that party; or (iii) if given by certified or registered United States mail, twenty-four (24) hours after deposit with the United States Postal Service, postage prepaid, addressed to that party at its designated address. The designated address of a party shall be the address of that party shown at the beginning of this Agreement or such other address as that party, from time to time, may specify by notice to the other parties.

8.10 A carbon, photographic or other reproduced copy of this Agreement and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. Debtor hereby authorizes the filing and recording of a financing statement, amendment and continuation statement with respect to the Collateral by the Secured Party as Secured Party may request.

8.11 Debtor shall execute and deliver to Secured Party all such additional documents, including, without limitation, the documents described on Schedule "B" attached hereto, and perform all such additional acts as are reasonably requested by Secured Party from time to time to carry out the matters contemplated by this Agreement.

IN WITNESS WHEREOF, these presents are executed as of the date indicated above.

UNIVERSAL AVIONICS SYSTEMS
CORPORATION, an Arizona corporation, in its
ordinary corporate capacity and in its capacity as
successor by merger to: (a) American Panel
Corporation, an Arizona corporation, and
(b) Universal Avionics Systems Corporation –
Instrument Division, a Georgia corporation

By: Michael Delgado
Name: Michael DELGADO
Title: DIRECTOR - FINANCE

DEBTOR

SCHEDULE "A"

COLLATERAL

All of Debtor's right, title and interest in and to the following, wherever located, in which Debtor now has or hereafter acquires any right, title, claim or interest:

(a) all patents, trademarks, tradenames, and copyrights, including, without limitation, the following:

SEE EXHIBIT "A" ATTACHED HERETO

(b) all lockboxes, lockbox accounts, and remittance accounts, including all funds deposited or contained therein;

(c) all federal and state income tax refunds and other tax refunds for the year 2002;

(d) all general intangibles relating to any of the foregoing;

TOGETHER WITH, all files, books and records related thereto, all awards, loss payments, proceeds and premium refunds that may become payable with respect thereto, all property of Debtor that is now or may hereafter be in the possession or control of Secured Party in any capacity, including without limitation all monies owed or that become owed by Secured Party to Debtor, and all proceeds, including insurance proceeds, and products of any of the foregoing, whether due or to become due from any sale, exchange or other disposition thereof, whether cash or non-cash in nature, and whether represented by checks, drafts, notes or other instruments for the payment of money, including, without limitation, all property, whether cash or non-cash in nature, derived from tort, contractual or other claims arising in connection with any of the foregoing property. All property described above is hereinafter called the "Collateral."

SCHEDULE "B"

ADDITIONAL DOCUMENTATION

Paperwork to be filed with the U.S. Patent and Trademark Office

And

Forms to be filed with the U.S. Copyright Office

EXHIBIT A

(List of patents, trademarks, tradenames, and copyrights)

Status Report for Universal Avionics Systems Corporation

Docket No. Title Inventor(s) Application No. Application Filing Date Description	Country	Status	Patent No.	Grant Date
1117-005B ✓ METHOD TO CHANGE THE VIEWING ANGLE IN A FIXED LIQUID CRYSTAL DISPLAY BY CHANGING THE PRE-TILT ANGLE IN THE LIQUID CRYSTAL LAYER WITH A BIAS VOLTAGE Didier, Goode, Strickling, Dunn 08/452,821 05/30/1995 The adjustment in viewing angle is achieved by changing the bias voltage to alter the pre-tilt angle of the liquid crystal layer.	United States	Granted	5,835,074	11/10/1998
1117-005C ✓ METHOD TO CHANGE THE VIEWING ANGLE IN A FIXED LIQUID CRYSTAL DISPLAY BY CHANGING THE PRE-TILT ANGLE IN THE LIQUID CRYSTAL LAYER WITH A BIAS VOLTAGE Didier, Goode, Strickling, Dunn 09/150,637 08/26/1998 The adjustment in viewing angle is achieved by changing the bias voltage to alter the pre-tilt angle of the liquid crystal layer.	United States	Granted	6,236,384	05/22/2001
1117-006 ✓ SOFT START OF LAMP FILAMENT Dunn, Goode, Strickling 08/187,876 01/28/1994 "Pulse Starting" of a cold lamp filament until the filament power is left on continuously to provide a longer lasting lamp filament.	United States	Granted	5,451,841	09/19/1995
1117-007A ✓ BACKLIGHTING FOR LIQUID CRYSTAL DISPLAY Dunn, Goode, Strickling PCT/US93/12675 12/30/1993	Patent Cooperation Treaty	Inactive	WO94/16429	

✓ = Co-owned with L-3 Communications Displays Systems

Docket No.	Country	Status	Patent No.	Grant Date
1117-007B ✓		Patent Cooperation Treaty Inactive	WO94/16292	
Title SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR				
Inventor(s) Goode, Strickling				
Application No. Application Filing Date PCT/US93/12676 12/30/1993				
Description ✓ = Co-owned with L-3 Communications Displays Systems				
1117-007C ✓	Canada	Granted	2,153,160	01/19/1999
SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR				
Goode, Strickling				
2,153,160 12/30/1993				
A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.				
1117-007D ✓	Canada	Granted	2,153,159	06/20/1999
BACKLIGHTING FOR LIQUID CRYSTAL DISPLAY				
Dunn, Goode, Strickling				
2,153,159 12/30/1993				
One or more hot cathode fluorescent lamps within a cavity of a module to provide backlighting to a liquid crystal display.				
1117-007E ✓	European Patent Conv.	Filed		
BACKLIGHTING FOR LIQUID CRYSTAL DISPLAY				
Dunn, Goode, Strickling				
94905565.1 12/30/1993				
One or more hot cathode fluorescent lamps within a cavity of a module to provide backlighting to a liquid crystal display.				
1117-007F ✓	European Patent Conv.	Granted	0679245	04/07/1999
SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR				
Goode, Strickling				
94906473.7 12/30/1993				
A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.				
1117-007F1 ✓	France	Granted	0679245	12/30/1993
SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR				
Goode, Strickling				
94906473.7 12/30/1993				
A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.				

Docket No. Title Inventor(s) Application No. Application Filing Date Description	Country	Status	Patent No.	Grant Date
1117-007F2 ✓ SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR Goode, Strickling 94906473.7 12/30/1993 A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.	Germany	Granted	0679245	12/30/1993
1117-007F3 ✓ SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR Goode, Strickling 94906473.7 12/30/1993 A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.	Italy	Granted	0679245	12/30/1993
1117-007F4 ✓ SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR Goode, Strickling 94906473.7 12/30/1993 A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.	Great Britain	Granted	0679245	12/30/1993
1117-007G ✓ BACKLIGHTING FOR LIQUID CRYSTAL DISPLAY Dunn, Goode, Strickling 59628/94 12/30/1993 One or more hot cathode fluorescent lamps within a cavity of a module to provide backlighting to a liquid crystal display.	Australia	Granted	676712	07/10/1997
1117-007H ✓ SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR Goode, Strickling 60166/94 12/30/1993 A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.	Australia	Granted	680470	11/20/1997

Docket No.	Country	Status	Patent No.	Grant Date
<i>Title</i>				
<i>Inventor(s)</i>				
<i>Application No.</i>	<i>Application Filing Date</i>			
<i>Description</i>				
✓ = Co-owned with L-3 Communications Displays Systems				

1117-008 ✓	United States	Granted	5,467,085	11/14/1995
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DISPLAY FOR ELECTRONIC INDICATOR

Dunn

07/973,990 11/10/1992

An enlarged viewing area is provided by moving the liquid crystal glass from the chassis portion of an assembly to the bezel portion of an assembly. Capable of providing a 50% and greater increase in viewing area.

1117-009B ✓	United States	Granted	5,736,922	04/07/1998
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SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR

Goode, Strickling

08/653,825 05/28/1996

A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.

1117-009C ✓	United States	Granted	5,896,098	04/20/1999
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SELF-CONTAINED MULTIFUNCTIONAL LCD FLIGHT INDICATOR

Goode, Strickling

08/948,000 10/09/1997

A liquid crystal display flight indicator having the capability to display a horizontal situation indicator (HSI) or an attitude direction indicator (ADI) on the viewing area of the same unit.

1117-010 ✓	United States	Granted	5,440,324	08/08/1995
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BACKLIGHTING FOR LIQUID CRYSTAL DISPLAY

Dunn, Goode, Strickling

07/998,526 12/30/1992

One or more hot cathode fluorescent lamps within a cavity of a module to provide backlighting to a liquid crystal display.

1117-011A ✓	United States	Filed		
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HIGH SPEED GRAPHICS FILL OF LIQUID CRYSTAL DISPLAY

Strickling

08/187,875 01/28/1994

Continued with 1117-011B, below.

Docket No. Title Inventor(s) Application No. Description	Country Application Filing Date	Status	Patent No.	Grant Date
1117-011B ✓ HIGH SPEED GRAPHICS FILL OF LIQUID CRYSTAL DISPLAY Strickling 08/557,887	United States 07/24/1995	Granted	5,872,553	02/16/1999
A method for reducing the need for real-time calculations for the display of a graphics image in a raster, such as in a liquid crystal display. Off-line look-up tables are stored in memory and accessible by a graphics processor unit.				
1117-011C ✓ HIGH SPEED GRAPHICS FILL OF LIQUID CRYSTAL DISPLAY Strickling 09/190,813	United States 11/12/1998	Granted	6,137,471	10/24/2000
A method for reducing the need for real-time calculations for the display of a graphics image in a raster, such as in a liquid crystal display. Off-line look-up tables are stored in memory and accessible by a graphics processor unit.				
1117-011D ✓ HIGH SPEED GRAPHICS FILL OF LIQUID CRYSTAL DISPLAY Strickling 09/606,486	United States 06/30/2000	Granted	6,956,266	03/12/2002
A method for reducing the need for real-time calculations for the display of a graphics image in a raster, such as in a liquid crystal display. Off-line look-up tables are stored in memory and accessible by a graphics processor unit.				
1117-012 ✓ NIGHT VISION INCLINOMETER Dunn 08/187,832	United States 01/28/1994	Granted	5,467,533	11/21/1995
An inclinometer compatible for use with night vision equipment on aircraft and other vehicles. The inclinometer includes a white zirconia sphere movable within a damping liquid of a liquid capsule.				
1117-016A ✓ METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY Dunn, Brannen 60/075,240	United States 02/19/1998	Provisional		

Docket No.	Country	Status	Patent No.	Grant Date
1117-016B ✓		Patent Cooperation Treaty Filed	WO99/43014	
METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY				
Dunn, Brannen				
PCT/US99/03621 02/19/1999				
Control of cooling fans to dissipate heat generated by a lamp backlighting module.				
1117-016C ✓	United States	Granted	6,181,070	01/30/2001
METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY				
Dunn, Brannen				
09/251,889 02/19/1999				
Control of cooling fans to dissipate heat generated by a lamp backlighting module.				
1117-016D ✓	Canada	Filed		
METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY				
Dunn, Brannen				
2,320,932 02/19/1999				
Control of cooling fans to dissipate heat generated by a lamp backlighting module				
1117-016E ✓		European Patent Conv. Filed		
METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY				
Dunn, Brannen				
99934366.8 02/19/1999				
Control of cooling fans to dissipate heat generated by a lamp backlighting module				
1117-016F ✓	Israel	Filed		
METHOD FOR COOLING A LAMP BACKLIGHTING MODULE OF A LIQUID CRYSTAL DISPLAY				
Dunn, Brannen				
137200 02/19/1999				
Control of cooling fans to dissipate heat generated by a lamp backlighting module				
1117-017A ✓	United States	Provisional		
METHOD AND APPARATUS FOR CAPPING AND GROUNDING AN ELECTRICAL CONNECTOR TO PREVENT LEAKAGE OF ELECTROMAGNETIC INTERFERENCE				
Dunn, Goode, Molnar				
60/076,881 03/05/1998				

Docket No. Title Inventor(s) Application No. Description	Country Application Filing Date	Status	Patent No.	Grant Date
1117-017B ✓ METHOD AND APPARATUS FOR CAPPING AND GROUNDING AN ELECTRICAL CONNECTOR TO PREVENT LEAKAGE OF ELECTROMAGNETIC INTERFERENCE Dunn, Goode, Molnar 09/262,908 03/05/1999 An EMI plate to cap an electrical connector that permits the transmission of desired signals into and out of a chassis via the electrical connector while substantially preventing leakage of electromagnetic interference through the connector.	United States 03/05/1999	Granted	6,203,371	03/20/2001
1117-018A ✓ METHOD AND APPARATUS FOR CONVERTING ANALOG SYNCHRO SIGNALS TO A SIGNAL REPRESENTATIVE OF THE STATUS OF A MECHANICAL OUTPUT COMPONENT Goode, Smith, J., Ashcraft 60/072,377 01/09/1998	United States 01/09/1998	Provisional		
1117-018B ✓ SYNCHRO-TO-DIGITAL CONVERSION WITH WINDOWED PEAK DETERMINATION Goode, Smith, J., Ashcraft 09/227,456 01/08/1999 A software-based digital signal processing circuit to generate a signal representative of the status of a movable component.	United States 01/08/1999	Granted	6,075,472	06/13/2000
1117-018C ✓ METHOD AND APPARATUS FOR CONVERTING ANALOG SYNCHRO SIGNALS TO A SIGNAL REPRESENTATIVE OF THE STATUS OF A MECHANICAL OUTPUT COMPONENT Goode, Smith, J., Ashcraft PCT/US99/00469 01/08/1999 A software-based digital signal processing circuit to generate a signal representative of the status of a movable component.	Patent Cooperation Treaty Filed 01/08/1999		WO99/35604	
1117-018D ✓ SYNCHRO-TO-DIGITAL CONVERSION WITH WINDOWED PEAK DETERMINATION Goode, Smith, J., Ashcraft 09/577,024 05/23/2000 A software-based digital signal processing circuit to generate a signal representative of the status of a movable component.	United States 05/23/2000	Granted	6,222,469	04/24/2001

Docket No. Title Inventor(s) Application No. Description	Country Application Filing Date	Status	Patent No.	Grant Date
1117-018E ✓ METHOD AND APPARATUS FOR CONVERTING ANALOG SYNCHRO SIGNALS TO A SIGNAL REPRESENTATIVE OF THE STATUS OF A MECHANICAL OUTPUT COMPONENT Goode, Smith, J., Ashcraft 2,317,531 01/08/1999 A software-based digital signal processing circuit to generate a signal representative of the status of a movable component.	Canada	Filed		
1117-018F ✓ METHOD AND APPARATUS FOR CONVERTING ANALOG SYNCHRO SIGNALS TO A SIGNAL REPRESENTATIVE OF THE STATUS OF A MECHANICAL OUTPUT COMPONENT Goode, Smith, J., Ashcraft 99905425.7 01/08/1999 A software-based digital signal processing circuit to generate a signal representative of the status of a movable component.	European Patent Conv.	Filed		
1117-018G ✓ METHOD AND APPARATUS FOR CONVERTING ANALOG SYNCHRO SIGNALS TO A SIGNAL REPRESENTATIVE OF THE STATUS OF A MECHANICAL OUTPUT COMPONENT Goode, Smith, J., Ashcraft 131269 01/08/1999 A software-based digital signal processing circuit to generate a signal representative of the status of a movable component.	Israel	Filed		
1117-019A ✓ GAMMA CORRECTION OF THE VIEWING ANGLE OF A LIQUID CRYSTAL DISPLAY Goode, Cleland, Brannen 60/070,950 01/09/1998	United States	Provisional		
1117-019B ✓ GAMMA CORRECTION OF THE VIEWING ANGLE OF A LIQUID CRYSTAL DISPLAY Goode, Cleland, Brannen 09/227,904 01/08/1999 A circuit using a plurality of digital-to-analog converters to adjust the viewing angle of a liquid crystal display.	United States	Granted	6,297,790	10/02/2001

Docket No. Title Inventor(s) Application No. Description	Country	Status	Patent No.	Grant Date
1638-003 VISUAL DISPLAY TESTING, OPTIMIZATION, AND HARMONIZATION METHOD AND SYSTEM Whittington, Dunn 60/322,086	United States	Provisional		09/14/2001

* = Co-owned with L-3 Communications Displays Systems

1638-003B VISUAL DISPLAY TESTING, OPTIMIZATION, AND HARMONIZATION METHOD AND SYSTEM Whittington, Dunn 10/244,577	United States	Filed		09/16/2002
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A method and system for optimizing the display characteristics of a visual display panel. The system can be used with any standard automated or non-automated system for testing digital flat panel displays.

1638-003C VISUAL DISPLAY TESTING, OPTIMIZATION, AND HARMONIZATION METHOD AND SYSTEM Whittington, Dunn PCT/US02/29272	Patent Cooperation Treaty	Filed		09/16/2002
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A method and system for optimizing the display characteristics of a visual display panel. The system can be used with any standard automated or non-automated system for testing digital flat panel displays.

Flight Path Intent Alert System and Method patent has been issued in Taiwan/China (#NI-150977), pending in US and other countries.

This patent is for the TAWS flight plan look ahead alert. This patent addresses the capability of TAWS to read a flight plan from a navigation type system, process this flight plan information with respect to terrain information stored in a database, and annunciate a FPL terrain threats.

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Serial Number: 73372454

Registration Number: 1241010

Mark



(words only): U

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 1989-08-16

Filing Date: 1982-06-30

Registration Date: 1983-06-07

Law Office Assigned: TMEO Law Office # 3

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 900 -Warehouse (Newington)

Date In Location: 1989-09-05

CURRENT APPLICANT(S)/OWNER(S)

1. Universal Navigation Corporation

Address:

Universal Navigation Corporation
3545 W. Lomita Blvd., #F
Torrance, CA 90505
United States

State or Country of Incorporation: California

Legal Entity Type: Corporation

GOODS AND/OR SERVICES

Aircraft Navigation Equipment-Namely, Integrated Multisensor Flight Management Apparatus for Integrating All of Information of Systems Installed in an Aircraft

International Class: 009

First Use Date: 19820419

First Use in Commerce Date: 19820419

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Serial Number: 74224174

Registration Number: 1713306

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(words only): 1

Current Status: This registration has been renewed.

Date of Status: 2002-11-02

Filing Date: 1991-11-22

Registration Date: 1992-09-08

Law Office Assigned: TMEO Law Office #13

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Current Location: 900 -Warehouse (Newington)

Date In Location: 2002-11-05

CURRENT APPLICANT(S)/OWNER(S)

1. UNIVERSAL AVIONICS SYSTEMS CORPORATION

Address:
UNIVERSAL AVIONICS SYSTEMS CORPORATION
3260 E. UNIVERSAL WAY
TUCSON, AZ 85706
United States
State or Country of Incorporation: Arizona
Legal Entity Type: Corporation

GOODS AND/OR SERVICES

aircraft flight recorders and integrated navigation equipment; namely, multisensor flight management apparatus for integrating all navigation information available in an aircraft
International Class: 009
First Use Date: 19820131
First Use in Commerce Date: 19830228

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Serial Number: 74224172

Registration Number: 1765635

Mark



(words only): UNS 1

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 1998-11-09

Filing Date: 1991-11-22

Registration Date: 1993-04-20

Law Office Assigned: TMEO Law Office # 04

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Current Location: 900 - Warehouse (Newington)

Date In Location: 1998-12-30

CURRENT APPLICANT(S)/OWNER(S)

1. UNIVERSAL AVIONICS SYSTEMS CORPORATION

Address:
UNIVERSAL AVIONICS SYSTEMS CORPORATION
3260 E. Lerdo Road
Tucson, AZ 85706
United States
State or Country of Incorporation: Arizona
Legal Entity Type: Corporation

GOODS AND/OR SERVICES

aircraft flight recorders and integrated navigation equipment; namely, multisensor flight management apparatus for integrating all navigation information available in an aircraft
International Class: 009
First Use Date: 19820131
First Use in Commerce Date: 19830228

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Serial Number: 75003639

Registration Number: 2213196

Mark



(words only): UNILINK

Current Status: Registered.

Date of Status: 1998-12-22

Filing Date: 1995-10-02

Registration Date: 1998-12-22

Law Office Assigned: TMEG Law Office 103

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Current Location: 900 -Warehouse (Newington)

Date In Location: 1998-12-28

CURRENT APPLICANT(S)/OWNER(S)

I. Universal Avionics Systems Corporation

Address:

Universal Avionics Systems Corporation
3260 E. Lerdo Road
Tucson, AZ 85706
United States

State or Country of Incorporation: Arizona

Legal Entity Type: Corporation

GOODS AND/OR SERVICES

computers, computer peripherals and computer software for providing two-way data links for air-to-ground communications with aircraft for flight plan filing, air traffic control clearances, text and graphic weather information, voice and text messaging and voice communications

International Class: 009

First Use Date: 19980306

First Use in Commerce Date: 19980306

Writer's Direct Dial: 602.230.5515
E-Mail: gsb@quarles.com

January 30, 2003

VIA EXPRESS MAIL
NO. EF060410285US

Commissioner of Patents and Trademarks
Box ASSIGNMENTS
Washington, D.C. 20231

RE: Recordation of Security Agreement between Universal Avionics Systems Corporation and BankOne, NA against U.S. Trademark Registration Nos. 1,241,010; 1,713,206; 1,765,635; and 2,213,196

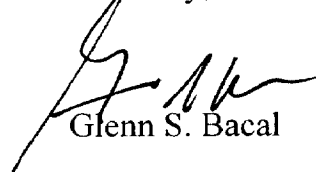
Dear Ladies and Gentlemen:

Enclosed for recordation is one original copy of a Security Agreement between Universal Avionics Systems Corporation and BankOne, NA. Please record the document with respect to the four (4) Trademark Registrations referenced above.

Please debit the Quarles & Brady LLP Deposit Account No. 17-0055 for the \$115.00 recordation fee. Once the enclosed document has been recorded, please return it to me.

I would appreciate it if you could please also acknowledge receipt of the enclosures by returning the enclosed self-addressed stamped acknowledgment card. Thank you very much for your help.

Sincerely,



Glenn S. Bacal

GSB:JT:sc
Enclosures
cc: Kevin Morris, Esq.

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RECORDED: 01/30/2003

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