

04-22-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



102426254

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):

41403

JPMorgan Chase Bank (see attached)

- 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 Release of Security Interest
- Merger
- Change of Name

Execution Date: March 28, 2003

2. Name and address of receiving party(ies)

Name: ILC Data Device Corporation

Internal

Address:

Street Address: 105 Wilbur Place

City: Bohemia State: NY Zip: 11716

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
2003 APR 14 AM 9:52
FINANCE SECTION

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

A. Trademark Application No.(s)

See Attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional number(s) attached Yes No

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

Name: Stacey Moore, Esq.

Internal Address:

Proskauer Rose LLP

Street Address:

1585 Broadway

10036-8299

City: New York

State: NY

Zip: _____

6. Total number of applications and registrations involved: 7

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

16-2500

(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.

Stacey Moore

Name of Person Signing

Stacey Moore
Signature

April 8, 2003

Date

7

04/21/2003 ECDUPER 00000139 162500 A30114

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

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

01 FC:8521 40.00 CH
02 FC:8522 150.00 CH

TRADEMARK
REEL: 002715 FRAME: 0939

Name of Conveying Parties:

JPMorgan Chase Bank (successor to The Chase Manhattan Bank), as agent for itself, The Bank of New York and Fleet National Bank (formerly known as Fleet Bank, N.A.)

SCHEDULE A

(continued)

| | | | |
|--|---------------|-------------------------------------|----------------------------|
| Patent Applications to Data Device Corporation | | | |
| Serial Number | Filing Date | Status | Assignment Status |
| 08/148,838 | filed 11/5/93 | Issued on 6/11/96 as USPN 5,526,288 | Security interest recorded |

| | | | |
|---|-------------------|---|----------------------------|
| Trademark Registrations to ILC Data Device Corporation: | | | |
| Registration Number | Registration Date | Status | Assignment Status |
| 830,114 | 6/13/67 | Renewed in 1987 | Security interest recorded |
| 1,176,957 | 11/10/81 | Sections 8 and 15 affidavits filed in 1987/accepted | Security interest recorded |
| 1,176,981 | 11/10/81 | Sections 8 and 15 affidavits filed in 1987/accepted | Security interest recorded |
| 1,179,898 | 12/1/81 | Sections 8 and 15 affidavits filed in 1987/accepted | Security interest recorded |
| 1,635,329 | 2/19/91 | Sections 8 and 15 affidavits filed in 1997/accepted | Security interest recorded |
| 2,058,821 | 5/6/97 | Still in first term | Security interest recorded |

SCHEDULE A
(continued)

| Trademark Applications to ILC Data Device Corporation: | | | |
|--|--------------------------------|--|-------------------------------|
| Application Number | Filing Date | Status | Assignment Status |
| 74/355,836 2,062,429 | Filed 2/5/93 Issued 5/20/97 | Opposition #101419 dismissed 4/1/97 | Security interest recorded |
| 74/557,037 | Filed 8/4/94 | Opposition #102,947 filed 8/28/96 | No deed on record |
| 75/654,653 | Filed 3/5/99 | Pending | No deed on record |

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, JPMorgan Chase Bank (successor to The Chase Manhattan Bank), having a mailing address at 1 Chase Manhattan Plaza, New York, New York 10081, as agent for itself and for The Bank of New York, having a mailing address of 1401 Franklin Avenue, Garden City, New York 11530 and Fleet National Bank (formerly known as Fleet Bank, N.A.) having a mailing address at 300 Broad Hollow Road, Melville, New York 11747 (in such capacity, the "Assignor"), is, by reason of a Patent and Trademark Collateral Assignment and Security Agreement dated July 22, 1999 between ILC DATA DEVICE CORPORATION (by change of name effective April 19, 1999, now called DATA DEVICE CORPORATION) and JPMorgan Chase Bank (successor to The Chase Manhattan Bank), as agent for itself and The Bank of New York and Fleet National Bank (formerly known as Fleet Bank, N.A.), the present title owner of (a) those U.S. trademark applications and/or registrations identified in Schedule A attached hereto (attached Schedule A is a copy of the Schedule A of said Agreement dated July 22, 1999 and the status information is thus current only as of July 22, 1999); and (b) those U.S. patents and/or patent applications identified in Schedule A attached hereto, free of any security interest;

AND WHEREAS, ILC DATA DEVICE CORPORATION, having a mailing address of 105 Wilbur Place, Bohemia, New York 11716 ("Assignee"), has satisfied the terms of said Patent and Trademark Collateral Assignment and Security Agreement dated July 22, 1999 and is desirous of re-acquiring the entire right, title and interest in and to said U.S. trademark applications and/or registrations and to said U.S. patents and/or patent applications identified herein, free of any security interest;

WHEREAS, the Assignee hereby irrevocably submits to the non-exclusive jurisdiction of any United States federal or New York state court sitting in Nassau or Suffolk County in any action or proceeding arising out of or relating, to this Assignment and the Assignee hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such a court or the fact that such court is an inconvenient forum;

WHEREAS, the Assignee irrevocably and unconditionally consents to the service of process in any such action or proceeding in any of the aforesaid courts by the mailing of copies of such process to it by certified mail, return receipt requested, in accordance with the provisions of Credit Agreement governing delivery of notices;

WHEREAS, the Assignee agrees that nothing herein shall affect the Assignor's right to effect service of process in any other manner permitted by law and the Assignor shall have the right to bring any legal proceeding (including, a proceeding for enforcement of a judgment entered by any of the aforementioned courts) against the Assignee in any other court or jurisdiction in accordance with applicable law;

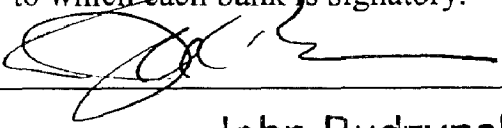
WHEREAS, THE ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING. DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS ASSIGNMENT OR THE

RELATIONSHIP ESTABLISHED HEREUNDER.;

NOW, THEREFORE, for nominal consideration, receipt of which is hereby acknowledged, the said Assignor of these presents does sell, assign and transfer unto the said Assignee without recourse, representation or warranty all right, title and interest in and to the trademark applications and/or registrations identified in Schedule A (and all other trademarks, trademark applications, trademark registrations, divisions, renewals, and extensions, obtained by said Assignee after the date of said Agreement of July 22, 1999) together with all goodwill of the business symbolized by each trademark or service mark identified herein, and all right, title and interest in and to the patents and/or patent applications identified in Schedule A (and all other new patentable inventions, patent applications, patents, reissues, divisions, continuations, continuations-in-part and improvements, obtained by said Assignee after the date of said Agreement of July 22, 1999) and does hereby release its security interest in and to said trademark applications and/or registrations identified in Schedule A, said patents and/or patent applications identified in Schedule A, said all other trademarks, trademark applications, trademark registrations, divisions, renewals, and extensions, and said all other new patentable inventions, patent applications, patents, reissues, divisions, continuations, continuations-in-part and improvements, without recourse, representation or warranty to said Assignee.

IN WITNESS WHEREOF, the Assignor has hereunder executed this instrument this 28 day of March, 2003.

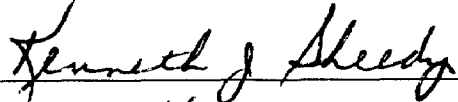
JPMorgan Chase Bank (successor to The Chase Manhattan Bank), as agent for itself, The Bank of New York and Fleet National Bank (formerly known as Fleet Bank, N.A.) via Appointment of Agency pursuant to that certain Agreement dated as of July 22, 1999 to which each bank is signatory.

By: 

(Print Name): John Budzynski

Title: Vice President

DATA DEVICE CORPORATION

By: 

(Print Name): KENNETH J. SHEEDY

Title: Vice President

SCHEDULE A

| Patents to Data Device Corporation | | | |
|------------------------------------|------------|--------------------------------------|----------------------------|
| Patent Number | Issue Date | Maintenance Fee Status | Assignment Status |
| 4,035,833 | 7/12/77 | None required: filed before 12/11/80 | Security interest recorded |
| 4,119,959 | 10/10/78 | None required: filed before 12/11/80 | Security interest recorded |
| 4,130,875 | 12/19/78 | None required: filed before 12/11/80 | Security interest recorded |
| 4,156,794 | 5/29/79 | None required: filed before 12/11/80 | Security interest recorded |
| 4,208,698 | 6/17/80 | None required: filed before 12/11/80 | Security interest recorded |
| 4,358,741 | 11/9/82 | None required: filed before 12/11/80 | Security interest recorded |
| 4,366,469 | 12/12/82 | None required: filed before 12/11/80 | Security interest recorded |
| 4,389,669 | 6/21/83 | All maintenance fees paid | Security interest recorded |
| 4,417,352 | 11/22/83 | None required: filed before 12/11/80 | Security interest recorded |
| D.255,433 | 6/17/80 | None required: Design patent | Security interest recorded |
| 5,901,044 | 5/4/99 | Not yet due | |

259/11

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