

04-22-2003

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



102426252

Tab settings ↔ ↔ ↔ ▼

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

1. Name of conveying party(ies): **4-14-03**
 JPMorgan Chase Bank (see attached)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: ILC Dover IP, Inc.
 Internal Address: _____
 Address: _____
 Street Address: One Moonwalker Road
 City: Frederica State: DE Zip: 19946

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

Execution Date: March 28, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
See Attached Schedule A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached Schedule A

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
 City: New York State: NY Zip: 10036-8299

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

Total number of pages including cover sheet, attachments, and document: 7

04/21/2003 ECOOPER 00000137 162500 1795891
 01 FC:0521 40.00 CH
 02 FC:8522 150.00 CH

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

TRADEMARK
 REEL: 002727 FRAME: 0698

Recordation Form Cover Sheet - Attachment
Trademarks Only

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

Trademark Registrations ILC Dover IP, Inc.			
Registration No.	Registration Date	Status	Mark
1,795,891	9/28/93	Active	DRUMROLL
1,901,761	6/27/95	Active	ZIPTANK
1,917,990	9/12/95	Active	STREAM SAVER
1,945,082	1/2/96	Active	XYGEL
2,054,461	4/22/97	Active	VAPOR GUARD

Trademark Applications ILC Dover IP, Inc.			
Application No.	Filing Date	Status	Mark
75/295,125	5/20/97	Notice of Allowance issued 7/13/99	ARMORFLEX
75/295,136	5/20/97	Published for Opposition on 4/27/99	DOVERPAC

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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 DOVER IP, INC. 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 B attached hereto (attached Schedule B is a copy of the Schedule B of said Agreement dated July 22, 1999 and the status information is thus current only as of July 22, 1999);

AND WHEREAS, ILC DOVER IP, INC., having a mailing address of One Moonwalker Road, Frederica, Delaware 19946-2080 ("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;

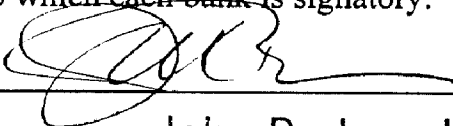
WHEREAS, THE ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS ASSIGNMENT OR THE

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 B (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 B, 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.

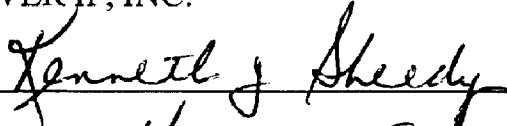
JPMorgan Chase Bank (successor to The Chase Manhattan Bank), as agent for itself, The Bank of New York and Fleet National Bank (formerly known as Fleet Bank, N.A.) via Appointment of Agency pursuant to that certain Agreement dated as of July 22, 1999 to which each bank is signatory.

By: 

(Print Name): John Budzynski
Vice President

Title: _____

ILC DOVER IP, INC.

By: 

(Print Name): KENNETH J. SHEEDY

Title: VICE PRESIDENT

SCHEDULE B

Patents ILC Dover IP, Inc.			
Patent No.	Issue Date	Maintenance Fee Status	Title
4,242,769	1/6/81	None required; filed before 12/11/80	Anti-Exposure Inflatable Structure
5,118,558	6/2/92	Current	Laminate Material
5,140,980	8/25/92	Current	Hood Mask and Air Filter System
5,228,477	7/20/93	Expired	Leak Preventing Device
5,368,395	11/29/94	Expired	Flexible Storage Tank with Removable Liner
5,558,131	9/24/96	None due yet	Method and Apparatus for Blocking Fluid Through Conduit
5,651,848	7/29/97	None due yet	Method of Making Three Dimensional Articles
5,737,165	4/7/98	None due yet	Apparatus For Databus Fault Isolation
5,874,151	2/23/99	None due yet	Rigidifiable Plastic Composites and Manufacturing Methods Therefor

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SCHEDULE B

(continued)

Patent Applications			
Serial Number	Filing Date	Status	Title
60/139,895	6/22/99	Pending	Co-Molded Facepiece
60/138,536	6/10/99	Pending	Method for Attaching Fabric to Metal
60/125,629	3/22/99	Pending	Method of Linear Actuation by Inflation and Apparatus Therefor
60/118,322	2/10/99	Pending	Multiple O-ring Groove...Rodding System
60/125,615	3/22/99	Pending	Space Erected Inflatable Structure
08/459,670		Pending	
08/598,357		Pending	