

06-30-2003



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Tab settings → → → ▼ ▼

To the Director of the United States Patent and

red original documents or copy thereof.

1. Name of conveying party(ies):

Glasseal Products, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State New Jersey
☐ Other

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

3. Nature of conveyance:

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

Execution Date: June 18, 2003

Name: The CIT Group/Business Credit, Inc.

Internal Address: Attn: HCC Account Officer

Street Address: 300 South Grand Avenue, Suite 300

City: Los Angeles State: CA ZIP: 90071

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State New York

☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

835,407

Additional numbers attached? ☐ Yes ☒ No

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

Name: Federal Research Co., LLC

Internal Address:

Street Address: 1030 15th St., NW, Ste 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved:

1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

06/30/2003 BRYNE 00000130 835407

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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.

Julie Cravitz

Name of Person Signing

Julie Cravitz

Signature

June 26, 2003

Date

Total number of pages including cover sheet, attachments, and documents

9

TRADEMARK

REEL: 002766 FRAME: 0587

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT**, dated as of June 18, 2003, is made by **GLASSEAL PRODUCTS, INC.**, a New Jersey corporation ("Grantor") in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation ("CIT").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Financing Agreement dated as of the date hereof by and among HCC Industries Inc., a Delaware corporation, Glasseal Products, Inc., a New Jersey corporation, Sealtron, Inc., a Delaware corporation, and Hermetic Seal Corporation, a Delaware corporation and CIT (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Financing Agreement"), CIT has agreed to make the Revolving Loans for the benefit of Grantor; and

WHEREAS, CIT is willing to make Revolving Loans as provided for in the Financing Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to CIT this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN THE COLLATERAL**. Grantor hereby grants to CIT a continuing first priority security interest in all of:

(a) Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- i. all of its trademarks and registrations and applications to register therefor (the "Trademarks") and trademark licenses (the "Trademark Licenses") to which it is a party including without limitation those referred to in Schedule I hereto;
- ii. all reissues, continuations or extensions of the foregoing;
- iii. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- iv. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future
(i) infringement or dilution of any Trademark or Trademark licensed under

any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

(b) Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral", and collectively with the Trademark Collateral, the "Collateral"):

- i. all of its patents and registrations and applications to register therefor (the "Patents") and patent licenses (the "Patent Licenses") to which it is a party including without limitation those referred to in Schedule II hereto;
- ii. all reissues, continuations or extensions of the foregoing;
- iii. all goodwill of the business connected with the use of, and symbolized by, each Patent and each Patent License; and
- iv. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future
(i) infringement or dilution of any Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License.

3. RIGHTS AND REMEDIES.

(a) The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to CIT pursuant to the Financing Agreement. Grantor hereby acknowledges and affirms that the representations and warranties of Grantor and the rights and remedies of CIT with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein;

(b) Notwithstanding anything to the contrary herein or in any of the other Loan Documents, if any Default or Event of Default under the Financing Agreement or any other Loan Document shall have occurred, or if Grantor fails to perform any agreement or to meet any of the obligations to CIT hereunder, in addition to any and all other rights and remedies that CIT may have in the Financing Agreement, in any other Loan Document or at law, all of the right, title and interest of Grantor in and to the Collateral shall be automatically granted, assigned, conveyed and delivered to CIT or its designee, and Grantor hereby irrevocably constitutes and appoints CIT and any officer, CIT or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or CIT's own name or the name of CIT's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest is irrevocable, upon the occurrence of a Default or an Event of Default: (i) to complete, date, execute and file or cause to be filed the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may

be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect proceeds from the Patents and Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Financing Agreement, any goods covered by the registrations and applications to register therefor listed on Schedule I and Schedule II to any purchaser thereof; (iv) to make payment or discharge taxes or liens levied or placed upon or threatened against any goods covered by the registrations and applications to register therefor listed on Schedule I and Schedule II, the legality or validity thereof and the amounts necessary to discharge the same to be determined by CIT, in its sole discretion, and such payments made by CIT to become the obligations of Grantor to CIT, due and payable immediately, without demand.

[SIGNATURE PAGES FOLLOW]

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

GLASSEAL PRODUCTS, INC.,
a New Jersey corporation

By: [Signature]
Name: RICHARD C. FERRELL
Title: PRESIDENT CEO

STATE OF CA)
COUNTY OF S. A.) ss.

On this 18th day of June, 2003, before me personally appeared Richard L. Ferrell proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Glasseal Prod., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{SEAL}

Ninett Hernandez
Notary Public



ACCEPTED AND ACKNOWLEDGED BY:

THE CIT GROUP/BUSINESS CREDIT, INC.

By: Rebecca Martin
Name: Rebecca Martin
Title: Vice President

SCHEDULE I
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK AND APPLICATIONS

Registration Number/
Application Number

Mark

Date

835,407	DURO VAC	9/19/1967

SCHEDULE II
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND APPLICATIONS

Patent Number/ Application Number	Patent	Date
6557474	INITIATOR HEADER SUBASSEMBLY FOR INFLATION DEVICES	5/06/2003
10/158,509	HCC PACK	5/30/2002

EXHIBIT A

COLLATERAL ASSIGNMENT OF TRADEMARKS, PATENTS AND GOODWILL

THIS ASSIGNMENT dated the ____ day of _____, 20__ from **GLASSEAL PRODUCTS, INC.**, a New Jersey corporation (the "Assignor"), to **THE CIT GROUP/BUSINESS CREDIT INC.**, a New York corporation (the "Assignee"), recites and provides:

WHEREAS, Assignor is [either the owner or the licensee] of certain U.S. trademarks and service marks and the registrations and applications to register therefor listed in Schedule 1 hereto ("Trademarks");

WHEREAS, Assignor is [either the owner or the licensee] of certain U.S. patents and applications to register therefor listed in Schedule 2 hereto ("Patents"); and

WHEREAS, Assignee desires to obtain for itself and the ratable benefit of the financial institutions party to that certain Financing Agreement dated as of June __, 2003, all of Assignor's right, title and interest in all such Trademarks and Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee, its successors and assigns, the entire right, title and interest of Assignor in and to the Trademarks and Patents, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks and Patents. Assignor acknowledges that it has granted Assignee the right to secure the assets of Assignor associated with the business symbolized by the Trademarks and Patents, under separate agreement.

Assignor further agrees to execute such further instruments and documents and perform such further acts as Assignee may deem necessary to secure to Assignee the rights herein conveyed.

GLASSEAL PRODUCTS, INC.,
a New Jersey corporation

By: _____
Name: _____
Title: _____