

06-30-2003

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Docket No.:

Tab settings



To the Honorable Commissioner of P

102485555

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Alpha Industries, Inc.

5-20-03

- Individual(s)
- General Partnership
- Corporation-State
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: April 21, 2003

2. Name and address of receiving party(ies):

Name: Manufacturers and Traders Trust Company

Internal Address: Mail Code 101-560

Street Address: 25 S. Charles Street

City: Baltimore State: MD ZIP: 21201

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other New York State Bank

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,211,442	1,786,202	1,525,773
1,243,749	2,219,579	2,294,089
1,525,774	2,042,655	
1,634,188	1,272,786	
1,743,277	1,953,422	

Additional numbers Yes No

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

Name: Laura S. Runyeon

Internal Address:

Street Address: Miles & Stockbridge

10 Light Street

City: Baltimore State: MD ZIP: 21202

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41): \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

06/27/2003 ECOOPER 00000149 200052 2211442

01 FC:8521 40.00 DA
02 FC:8522 275.00 DA

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.

Laura S. Runyeon

Name of Person Signing

Laura S. Runyeon
Signature

May 15, 2003

Date

Christine E Wilson

Total number of pages including cover sheet, attachments, and

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 21st day of April, 2003, by ALPHA INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Tennessee (the "Alpha"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, a New York State Bank, successor in interest to Allfirst Bank (the "Lender").

RECITALS

A. Alpha and Alpha Industries Europe, Inc. ("Alpha Europe") have applied to the Lender for certain revolving credit, term loan and letter of credit facilities (the "Credit Facilities") under the provisions of a certain Loan and Security Agreement dated the date hereof by and between the Lender, Alpha Europe and Alpha (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. Alpha has adopted, used and is using certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE A (collectively, the "Trademarks").

C. The Financing Agreement and certain other Financing Documents contain security agreements under which Alpha has granted to the Lender, a Lien on, and security interest in, certain assets of Alpha associated with or relating to products sold under any one or more of the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Financing Agreement.

D. The Lender desires to have the interest of the Lender in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, Alpha has agreed to grant to the Lender a security interest in the Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, Alpha hereby grants, assigns and conveys to the Lender a security interest in, and a Lien on, the Trademarks, together with a security interest in, and Lien on, all the goodwill of Alpha associated with and represented

by the Trademarks and any registration therefor, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world.

Upon the occurrence of an Event of Default and notice to Alpha from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, the foregoing security interest shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

Alpha represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and any state trademark offices and on Alpha's knowledge:

2.1.1 The registered Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which they are registered.

2.1.2 Each of the registered Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered.

2.1.3 Except as set forth on SCHEDULE B to this Agreement, Alpha is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, in the United States or in the jurisdictions in which it is registered, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by Alpha not to sue third persons.

2.1.4 Alpha has the right to enter into this Agreement and perform its terms.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

Alpha covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Agreement, as determined by the Lender in its Commercially Reasonable discretion.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable Alpha to comply with the covenants herein contained, as determined by the Lender in its Commercially Reasonable discretion.

3.1.3 If Alpha acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and Alpha shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 Alpha shall, at the Lender's request, obtain consents to this Agreement where Alpha's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Financing Agreement, Alpha hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the provisions of the Financing Agreement, Alpha shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Agreement or thereafter to the extent the value of such application in Alpha's business justifies such prosecution as determined by the Lender in its Commercially Reasonable discretion, until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any to the extent the value of such preservation, maintenance registration and/or application in Alpha's business justifies such preservation, maintenance, registration, application and/or fees as determined by the Lender in its Commercially Reasonable discretion, and (c) upon Commercially Reasonable written request of the Lender, to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in Alpha's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. Alpha shall not abandon any Trademark or any pending application for trademark registration, without the consent of the Lender.

3.2.3 If suit is brought by Alpha subsequent to an Event of Default, Alpha shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph.

3.2.4 If Alpha fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in Alpha's name or in the Lender's name, but at Alpha's expense, and Alpha hereby agrees to reimburse and indemnify the Lender in full for all

reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

3.2.5 Alpha will continue to use, for the duration of this Agreement, proper statutory identification in connection with its use of the Trademarks.

3.2.6 Alpha will continue to meet for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks comparable to the standards met by Alpha prior to the date of this Agreement.

Section 3.3 Fees and Expenses.

Alpha agrees to pay to the Lender upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Lender in connection with the preparation of this Agreement and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Alpha on demand by the Lender.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Alpha Use.

Prior to an Event of Default (a) Alpha shall have the exclusive nontransferable right to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Financing Agreement, Alpha agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of Alpha's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Agreement, or allow any Lien (other than Permitted Liens) to attach to the Trademarks, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

Alpha hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, following an Event of Default, upon notice to Alpha may take such action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, Alpha upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as Alpha's true and lawful attorney-in-fact, with the power, without

notice to Alpha, to endorse Alpha's name on all applications, documents, papers and instruments in the name of the Lender or in the name of Alpha or otherwise, for the use and benefit of the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Agreement, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Lender are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Financing Documents.

Section 4.4 Re-Vesting of Alpha's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, the Lender shall, upon Alpha's request and at Alpha's expense, execute and deliver to Alpha all documents reasonably necessary to terminate this Agreement and re-vest in Alpha full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between Alpha and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between Alpha and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Financing Agreement.

Section 5.3 Modification.

This Agreement is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Agreement shall be governed by and construed in conformity with the laws of the State of Maryland.

[Signatures Follow on Next Page]

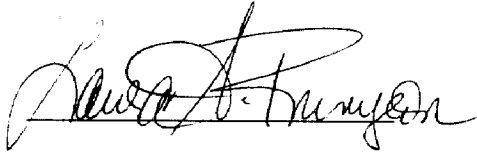
SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

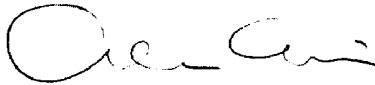
IN WITNESS WHEREOF, Alpha has executed this Agreement, under seal, the day and year first above written.

WITNESS OR ATTEST:

ALPHA:

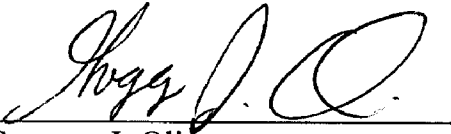
ALPHA INDUSTRIES, INC.



By:  (SEAL)
Alan Cirker,
President

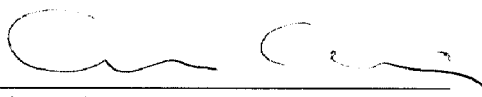
Approved and Accepted by Lender as of
the day and year first above written:

MANUFACTURERS AND TRADERS TRUST COMPANY

By: 
Gregory J. Oliver,
Vice President

Approved and Accepted by Alpha Europe as of
the day and year first above written:

ALPHA INDUSTRIES EUROPE, INC.

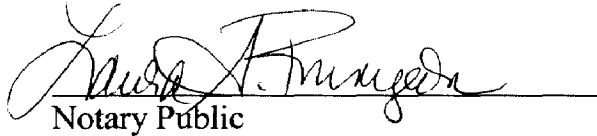
By: 
Alan Cirker,
President

ACKNOWLEDGMENT PAGE TO
TRADEMARK SECURITY AGREEMENT

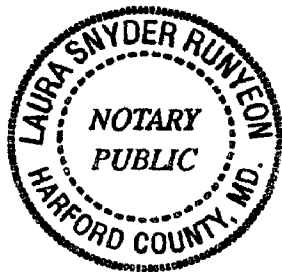
ACKNOWLEDGMENT

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

On this 21st day of April, 2003, before me personally appeared Alan CIEKER to me known and being duly sworn, deposes and says that he is the PRESIDENT of ALPHA INDUSTRIES, INC., a Tennessee corporation, the party; that he signed the Agreement as PRESIDENT of such corporation pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

My Commission Expires: _____



My Commission Expires
July 1, 2006

SCHEDULE A TO
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS

<u>Registration/Serial No.</u>	<u>Date Filed/Date Registered/</u>	<u>Trademark</u>	<u>Goods</u>
2,211,442	12/15/1998	<u>MP TEX</u>	International Class 24: Nylon type fabric used for apparel and hats International Class 25: Fabric used as a component of clothing, namely, jackets, pants, footwear and hats
1,243,749	06/28/1982	ALPHA	International Class 25: Mens and Boys (Jeans, Pants) Jackets (Vests and Shirts)
1,525,774	02/21/1989	ALPHA	International Class 25: Military-type Jackets
1,634,188	02/05/1991	ALPHA	International Class 25: Military-type Jackets
1,743,277	12/29/1992	ALS/92	International Class 25: Removable Jacket Liners
1,786,202	08/03/1993	A	International Class 25: Military-type Jackets, Hats and T-Shirts
2,219,579	01/19/1999	ECWCS	International Class 25: Jackets, Coats, Parkas and Pants
2,042,655	03/11/1997	KNOX ARMORY	International Class 25: Jackets
1,272,786	04/03/1984	Design Only	International Class 25: Military-type Jackets
1,953,422	01/30/1996	ALPHA	International Class 26: Zippers
1,525,773	02/21/1989	ALPHA	International Class 25: Military-type Jackets
2,294,089	11/23/1999	INDUSTRIES A	International Class 25: Clothing, namely, Jackets, T-Shirts, Shirts, Pants, Headwear, Namely, Hats and Caps

**SCHEDULE B TO
TRADEMARK SECURITY AGREEMENT**

LIENS

NONE