

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acterna LLC	Dynatech LLC	10/14/2003	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	New York Banking Corporation:

## PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2583410	ACTERNA
Registration Number:	2682951	ACTERNA
Registration Number:	2340082	AIRAUDIT
Registration Number:	2067097	CENTEST
Serial Number:	76359634	COMMISSIONER
Registration Number:	1799977	FIBERSCAN
Registration Number:	1583432	FIREBERD
Registration Number:	1800479	INTERCEPTOR
Registration Number:	1888232	INTERCEPTOR
Registration Number:	1375620	LP COM
Registration Number:	1778717	MULTIPAT
Registration Number:	2084492	NETLENS
Registration Number:	2598550	NETOPTIMIZE
Registration Number:	1978334	T-BERD

TRADEMARK

REEL: 002775 FRAME: 0721

900004208

OP \$615.00 2583410

Registration Number:	1474014	T-BERD
Serial Number:	75473497	TEST PAD
Registration Number:	2574344	THE KEEPERS OF COMMUNICATIONS
Serial Number:	76342631	THE KEEPERS OF COMMUNICATIONS
Registration Number:	1650619	TTC
Registration Number:	1529479	TTC
Registration Number:	2474203	TTC
Registration Number:	1459008	TTC TELECOMMUNICATIONS TECHNIQUES CORPORATION
Registration Number:	2102925	TTC.COM
Registration Number:	2308194	UNIVERSAL FAD

# **CORRESPONDENCE DATA**

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 455-2276

Email: KSolomon@stblaw.com

Correspondent Name: Alison J. Winick, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509600/0269
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NAME OF SUBMITTER:	Kimberly Solomon
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## **Total Attachments: 7**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of October 14, 2003 is made by Acterna LLC (f/k/a/ Dynatech LLC), a Delaware limited liability company (the “U.S. Borrower”), in favor of JPMorgan Chase Bank, as Administrative Agent (in such capacity, the “Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of October 14, 2003 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Acterna, Inc. (“Holdings”), the U.S. Borrower, Acterna International GmbH (the “German Borrower”; together with the U.S. Borrower, the (“Borrowers”), the Lenders and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the U.S. Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and certain other subsidiaries of the U.S. Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 14, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the U.S. Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the U.S. Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the U.S. Borrower pursuant to the Credit Agreement, U.S. Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. U.S. Borrower hereby pledges and grants a security interest in, and assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by U.S. Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. U.S. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACTERNA LLC

By: Richard H. Gostorn  
 Name: RICHARD H. GOSTORN  
 Title: CORPORATE VICE PRESIDENT  
 GENERAL COUNSEL + SECRETARY

JPMORGAN CHASE BANK  
 as Administrative Agent for the Lenders

By: \_\_\_\_\_  
 Name:  
 Title:

STATE OF Maryland )  
 ) ss  
COUNTY OF Montgomery )

\* PRESIDENT, General  
COUNSEL & Secretary

On the 14 day of October, 2003, before me personally came RICHARD H. GOSHORN, who is personally known to me to be the CORPORATE VICE \* of Acterna LLC (f/k/a Dynatech LLC), a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the above named officer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Jody Ann Terrey  
Notary Public JODY ANN TERREY

My Commission Expires: 3/10/04

(PLACE STAMP AND SEAL ABOVE)

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACTERNA LLC

By: \_\_\_\_\_

Name:

Title:

JPMORGAN CHASE BANK

as Administrative Agent for the Lenders

By: Marina Flindell

Name:

Title: **MARINA S. FLINDELL**  
**VICE PRESIDENT**

STATE OF New York )  
COUNTY OF New York ) ss

On the 7<sup>th</sup> day of January, 2004, before me personally came Marina Flindell, who is personally known to me to be the \_\_\_\_\_ of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

MARGARITA ORTIZ  
Notary Public State of New York  
Registration #01OR6041062  
Qualified in Queens County  
My Commission Expires May 1, 2006

**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration or Serial Number</b>
ACTERNA	2,583,410
ACTERNA	2,682,951
AIRAUDIT	2,340,082
CENTEST	2,067,097
COMMISSIONER	76/359,634
FIBERSCAN	1,799,977
FIREBERD	1,583,432
INTERCEPTOR	1,800,479
INTERCEPTOR	1,888,232
LP COM AND DESIGN	1,375,620
MULTIPAT	1,778,717
NETLENS	2,084,492
NETOPTIMIZE	2,598,550
T-BERD	1,978,334
T-BERD	1,474,014
TEST PAD	75/473,497
THE KEEPERS OF COMMUNICATIONS	2,574,344
THE KEEPERS OF COMMUNICATIONS	76/342,631
TTC	1,650,619
TTC	1,529,479
TTC AND DESIGN	2,474,203
TTC TELECOMMUNICATIONS TECHNIQUES CORPORATION	1,459,008
TTC.COM	2,102,925
UNIVERSAL FAD	2,308,194