

## 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
da Vinci Systems 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: 3

Property Type	Number	Word Mark
Registration Number:	2264425	2K
Registration Number:	2327751	COLORIST TOOLBOX
Registration Number:	2141398	RESOLVE

## 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 &amp; Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509600/0269

NAME OF SUBMITTER:

Kimberly Solomon

Total Attachments: 7

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TRADEMARK  
REEL: 002775 FRAME: 0893

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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 da Vinci Systems LLC, a Delaware limited liability company, (the “Grantor”), 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”), Acterna LLC (“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 Grantor 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 Grantor 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 Grantor pursuant to the Credit Agreement, Grantor 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. Grantor 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 Grantor 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. Grantor 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.

DA VINCI SYSTEMS LLC

By: Richard H. Goshorn  
Name: RICHARD H. GOSHORN  
Title: SECRETARY

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

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

STATE OF Maryland )  
 ) ss  
COUNTY OF Montgomery )

On the 14 day of October, 2003, before me personally came Richard H. Goshorn who is personally known to me to be the Secretary of da Vinci Systems LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Secretary in such ~~Corp~~ the \_\_\_\_\_ 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 Terry  
Notary Public JODY ANN TERRY  
My Commission Expires: 3/1/04

(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.

DA VINCI SYSTEMS LLC

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

JPMORGAN CHASE BANK  
as Administrative Agent for the Lenders

By: Marina Flindell  
Name: **MARINA S. FLINDELL**  
Title: **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 Hindell, 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.

Margarita Ortiz  
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 Application Number</b>
2K AND DESIGN	2,264,425
COLORIST TOOLBOX	2,327,751
RESOLVE	2,141,398

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