

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

LeCroy Corporation

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Grant of Security Interest

Execution Date: 10/29/2004

2. Name and address of receiving party(ies)

Name: The Bank of New York, as Administrative Internal Agent

Street Address: One Wall Street

City: New York State: NY Zip: 10286

- Individual(s) citizenship, Association Banking Association, General Partnership, Limited Partnership, Corporation-State, 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 number(s):

A. Trademark Application No.(s) 78/942,575

B. Trademark Registration No.(s) 2,646,087; 2,764,506; 2,197,128; 1,994,267

Additional number(s) attached Yes No

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

Name:

Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1030 15th Street, NW, Suite 920 Washington, DC 20005 202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41) \$ 290.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

50-3155

DO NOT USE THIS SPACE

9. Signature.

Janelle Telesford Name of Person Signing

Janelle Telesford Signature

November 1, 2004 Date

Total number of pages including cover sheet, attachments, and document 4

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

CH \$290.00 603166 78942676

**Schedule 1**  
to  
**Grant of Security Interest (Trademarks)**  
**Dated as of October 29, 2004**

<u>Trademark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date</u>
ACTIVEDOSO	2,646,087	11/5/2002
JITTERTRACK	2,764,506	9/16/2003
LECROY	2,197,128	10/20/1998
PROBUS	1,994,267	8/20/1996
QVT (Stylized)	1,052,319	11/9/1976
SMART TRIGGER	1,964,902	4/2/1996
WAVEMASTER	2,815,465	2/17/2004
WAVEPRO	2,650,171	11/12/2002
WAVERUNNER	2,462,247	6/19/2001
WAVESURFER	2,658,341	12/10/2002

**TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
WAVESURFER	78/942,575	12/18/2003

**GRANT OF SECURITY INTEREST (TRADEMARKS)**

The undersigned, LECROY CORPORATION, a Delaware corporation (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "*Secured Party*"), and has entered into the Security Agreement, dated as of October 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 29<sup>th</sup> day of October, 2004.

**LECROY CORPORATION**

By: 

Name: Scott D. Kantor

Title: Vice President - Finance,  
Chief Financial Officer,  
Treasurer and Secretary