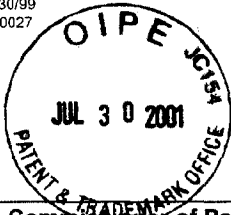


08-16-2001



101814666

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 07/30/01
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year

- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name RAYTHEON MARINE LIMITED

01262001

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other COMPANY
- Citizenship/State of Incorporation/Organization ENGLAND AND WALES

Receiving Party

Mark if additional names of receiving parties attached

Name NATIONAL WESTMINSTER BANK PLC, as Security Trustee

DBA/AKA/TA _____

Composed of _____

Address (line 1) 135 BISHOPSGATE

Address (line 2) _____

Address (line 3) LONDON

City

UNITED KINGDOM

State/Country

EC2M 3UR

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other UK PUBLIC LIMITED COMPANY

Citizenship/State of Incorporation/Organization UNITED KINGDOM

FOR OFFICE USE ONLY

08/15/2001 TBIAZ1 00000061 75920909

Refund Ref: 08/15/2001 TBIAZ1 0000108320

01 FC: A81
02 FC: A82

40.00 OP
100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per response, including the time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

ROSS POOLEY

27/07/2001

Name of Person Signing

Signature

Date Signed



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

Company No. 4056975

The Registrar of Companies for England and Wales hereby certifies that
BONDCO 838 LIMITED

having by special resolution changed its name, is now incorporated

under the name of

RAYMARINE HOLDINGS LIMITED

Given at Companies House, Cardiff, the 1st February 2001



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

HC008A

TRADEMARK
REEL: 002349 FRAME: 0119

PATENT AND TRADEMARK SECURITY AGREEMENT

between

BONDCO 838 LIMITED,
and
RAYTHEON MARINE LIMITED,
as Grantors,

and

NATIONAL WESTMINSTER BANK PLC,
as Security Trustee

PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of January 26, 2001, is made by **BONDCO 838 LIMITED**, incorporated in England and Wales and **RAYTHEON MARINE LIMITED**, incorporated in England and Wales, each a "**Grantor**" and together the "**Grantors**", in favor of **NATIONAL WESTMINSTER BANK PLC**, as Security Trustee (in such capacity, the "**Security Trustee**") for the Finance Parties (as defined in the Debenture).

RECITALS

WHEREAS, reference is made to:

(a) the Senior Facilities Agreement dated as of January 26, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**") between Bondco 838 Limited (the "**UK Buyer**"), Raymarine, Inc. (the "**US Buyer**"), the companies listed therein as WCF Borrowers, the banks and financial institutions listed therein and National Westminster Bank Plc ("**NatWest**") as the Senior Arranger and Senior Agent (each term as defined therein);

(b) the Mezzanine Facility Agreement dated as of January 26, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**") between UK Buyer, the banks and financial institutions listed therein and RBS Mezzanine Limited as Mezzanine Arranger and Mezzanine Agent (each term as defined therein); and

(c) the Common Terms Agreement dated as of January 26, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Common Terms Agreement**") between the parties to the Senior Facility Agreement and the Mezzanine Facility Agreement and NatWest as Security Trustee and Collateral Agent (as defined therein);

WHEREAS, pursuant to the terms and conditions of the Senior Facilities Agreement, the Mezzanine Facility Agreement and the Common Terms Agreement (together, the "**Credit Documents**"), the Lenders have agreed to provide the Facilities to the Borrowers to finance, inter alia, the Acquisitions (each term as defined in the Common Terms Agreement);

WHEREAS, in consideration of the extensions of credit under the Facilities and other accommodations of Lenders as set forth in the Finance Documents (as defined in the Common Terms Agreement), the Grantors have agreed, subject to the terms and conditions hereof, to secure the Grantors' obligations under the Finance Documents as set forth herein; and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and as set out in the Credit Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantors and the Security Trustee agree as follows:

Section 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Common Terms Agreement. The rules of construction set forth in Clause 1.4 of the Common Terms Agreement shall be applicable to this Agreement mutatis mutandis.

Section 2. Grant of Security Interest in Trademark Collateral. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations (as defined in the Debenture), each Grantor does hereby mortgage, pledge and hypothecate to the Security Trustee and the other Finance Parties, and grant to the Security Trustee and the other Finance Parties a security interest in, for its benefit, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this Section 2(a) being collectively called a "Trademark"), now existing in any State of the United States of America or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Schedule 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Schedule 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in Section 2(a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, Section 2(a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Section 3. Grant of Security Interest in Patents. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Security Trustee and the other Finance Parties, and grant to the Security Trustee and the other Finance Parties a

security interest in, for its benefit, all of the following property (the "**Patent Collateral**"), whether now owned or hereafter acquired or existing by it:

- (a) all letters patent and applications for letters patent throughout any State of the United States of America, including all patent applications in preparation for filing anywhere in any State of the United States of America and including each patent and patent application referred to in Schedule 2 attached hereto;
- (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in Section 3(a);
- (c) all patent licenses, including each patent license referred to in Schedule 2 attached hereto; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Schedule 2 attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Schedule 2 attached hereto, and all rights corresponding thereto throughout any State of the United States of America.

Section 4. Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Security Trustee and the other Finance Parties in the Trademark Collateral and the Patent Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Trustee and the other Finance Parties for its benefit under the Debenture. The Debenture (and all rights and remedies of Security Trustee and the other Finance Parties thereunder) shall remain in full force and effect in accordance with its terms.

Section 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Finance Parties with respect to the security interest in the Trademark Collateral and the Patent Collateral granted hereby are more fully set forth in the Debenture, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Security Document, etc. This Agreement is a Security Document executed pursuant to the Credit Documents and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Documents.

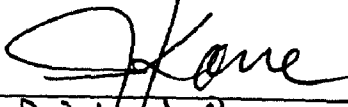
Section 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Section 8. **GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW**

**YORK (INCLUDING FOR SUCH PURPOSES SECTION 5-1401 AND 5-1402 OF THE
GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).**

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.

BONDCO 838 LIMITED,
as Grantor

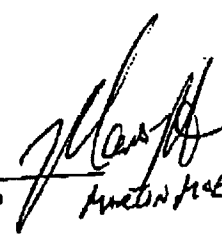
By: 
Name: Richard P. Kane
Title: President

RAYTHEON MARINE LIMITED,
as Grantor

By: 


Name: STUART THOMPSON

Title: DIRECTOR


AUSTIN HARRIS

US TRADEMARK SECURITY AGREEMENT

NATIONAL WESTMINSTER BANK PLC,
as Security Trustee for and on behalf of the Finance
Parties

By: 
Name: JOHN ELDER
Title: ASSOCIATE DIRECTOR

SCHEDULE 1

Raytheon Marine Limited

Intellectual Property Schedule
US Patent Applications

RML

Serial No.	Title	Filing Date	Country	Source
09/633,374	Autopilot System	9/7/00	US (based on UK)	

Intellectual Property Schedule
U.S. Issued Patents

Patent No.	Title	Inventor(s)	Issue	Foreign	Status	Used Location
459679	Compass System	R. Lvinge	06/27/86	Yes		
4862819	Metal Drive	H. Singh	09/05/89	Yes	Expired	RML
4894922	Hand Bearing Compass	D. Fawcett	01/23/90	Yes		RML
		R. Luedtke				
5266927	Autopilot System	H. Singh	08/17/93	Yes		RML
		Clark				
5313397	Autopilot System For A Vessel	H. Singh	05/17/94	Yes		RML
		Clark				
		A				

RML

Intellectual Property Schedule
U.S. Trademarks

RML

Trademarks	Registration No.	Registration Date	Renewal Date	Goods
SEATALK	1660611	10/15/91	10/15/01	Instruments For Navigating, Steering And Controlling Watercraft, Namely, Instruments For Measuring, Recording, Displaying And Signaling Triplogs And Total Logs, Current Or Locked Magnetic Heading, Course Distance, Crosstrack Error, Marine Instruments For Recording, Displaying And Signaling Depth, Speed, Wind, Wind Direction, Temperature And Time; Electronic Instruments For Integrating Information And Sharing Data Between The Foregoing Instruments; Computer Programs And memories For Use With Marine Instruments; And Accessories (Cables, Plugs And Sockets) And Parts For All Of The Above
SPORTPILOT	2090301	08/26/97	08/26/07	Apparatus And Instruments All For Navigation, Controlling And Steering Of Water Craft, Namely Autopilots; Electronic Instruments For Integrating Information And Sharing Data Between Marine Instruments For Recording, displaying And Signaling Water Depth, Speed, Wind Speed, Wind Direction, Temperature And Time, And An Autopilot; And Parts For the Foregoing
AUTOHELM	1385772	03/11/86	03/11/06	Autopilots
CLEAR LOGIC	75820909	02/16/00		Navigational Equipment And Navigational Aids For Water Craft; Parts And Fittings For All The Aforesaid Goods
LASER	2168153	06/23/99		Cinematographic Apparatus Using Laser Technology To Produce Motion Picture Film Images And Associate Audio Sound For Use In Theaters

Bondco 838 Limited

Intellectual Property Schedule
 U.S. Issued Patents

Bondco 838

Patent No.	Title	Inventor(s)	Issue	Foreign	Status	Used Location
5327398	Fiberfinder With Readout Of Bottom Coverage	J. Fabow K. Wansley R. Tancrill Wilson	07/05/94	No		RMC-FL
5862589	Low Cost Composite Transducer	D. Wilson	12/22/98	No		RMC-FL

Intellectual Property Schedule
U.S. Trademarks

Bondco 838

Trademarks	Registration No.	Registration Date	Renewal Date	Goods
APELCO	0724746			Electronic Apparatus Such As Radiotelephones, Receivers, Transducers, Automatic Plots, Crystals, Antennas, And The Like
APELCO	753897			Apparatus - Namely, Direction Finders, And Depth Measuring Devices
FATHOMETER	0205312			Apparatus For Measuring Distances By Reflected Sound Waves Or By Similar Acoustic Methods And Particularly For Apparatus For Determining Depths Of Water And Soundings
MARINERS PATHFINDER	0521083	02/21/50		Radar Apparatus - Namely, Apparatus For Detecting And Locating Objects By The Use Of Reflected Electromagnetic

TRADEMARK

RECORDED: 07/30/2001

REEL: 002349 FRAME: 0134