

04-15-2002

Y

Tab settings



To the Honorable Commissioner of Pa

Attached original documents or copy thereof.

102055779

1. Name of conveying party(ies):
Neuvant Aerospace Corporation

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

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

3. Nature of conveyance:

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

March 27, 2002

Execution Date:

2. Name and address of receiving party(ies)

Name: First Source Financial, Inc., as Agent

Internal Address:

Street Address : 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: IL Zip: 60008

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State
- Other Illinois registered limited liability company

If assignee is not domiciled in the United States, a 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 trademark

A. Trademark Application No.(s)
76079571 76079572

B. Trademark Registration
- NONE -

Additional numbers attached? NO

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

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and registrations

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/16/2002 6TON11 00000051 76079571

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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.

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

4/09/02

Date

10

Total number of pages including cover sheet, attachments, and

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is dated as of March 27, 2002, by and between Neuvant Aerospace Corporation, a Washington corporation ("Borrower") and FIRST SOURCE FINANCIAL, INC., as Agent (the "Agent") for the Lenders under that certain Secured Credit Agreement dated as of July 14, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; terms used but not otherwise defined herein shall have the respective meanings provided for in the Credit Agreement) among Borrower, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, Borrower (i) owns the patents and patent applications as set forth on Schedule 1 annexed hereto, and is a party to the patent licenses as set forth on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications as set forth on Schedule 2 annexed hereto, and is a party to the trademark licenses as set forth on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications as set forth on Schedule 3 annexed hereto, and is a party to the copyright licenses as set forth on Schedule 3 annexed hereto;

WHEREAS, Borrower has entered into that certain Security Agreement dated as of July 14, 1999 among Borrower, the other "Grantors" party thereto and the Agent to secure the prompt payment and performance of the Borrower's obligations under the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, Borrower has granted to the Agent, for the benefit of Lenders, a security interest in substantially all the assets of Borrower, including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired Intellectual Property, together with all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Borrower hereby grants to the Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patents"), whether presently existing or hereafter created or acquired:
 - (a) each patent and patent application of Borrower therefor, including, without limitation, each patent and patent application of Borrower referred to in Schedule 1 annexed hereto;
 - (b) each patent license to which Borrower is a party, including, without limitation, each patent license to which Borrower is a party listed on Schedule 1 annexed hereto; and

- (c) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

2. Subject to Section 4 below, Borrower hereby grants to the Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademarks"), whether presently existing or hereafter created or acquired:

- (a) each trademark, trademark registration and trademark registration application of Borrower, including, without limitation, the trademarks, trademark registrations and trademark registration applications of Borrower referred to in Schedule 2 annexed hereto and the goodwill associated therewith;
- (b) each trademark license to which Borrower is a party, including, without limitation, each trademark license of Borrower listed on Schedule 2 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

3. Borrower hereby grants to the Agent, for its benefit and the benefit of Lenders, a continuing security interest in all of Borrower's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyrights"), whether presently existing or hereafter created or acquired:

- (a) each copyright, copyright registration and copyright registration application of Borrower, including, without limitation, the copyrights, copyright registrations and copyright registration applications of Borrower referred to in Schedule 3 annexed hereto;
- (b) each copyright license to which Borrower is a party, including, without limitation, each copyright license to which Borrower is a party listed on Schedule 3 annexed hereto; and
- (c) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

These security interests are granted in conjunction with the security interests granted to the Agent, for the benefit of Lenders, pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Security Agreement to which Borrower is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Borrower for a Trademark based on an intent to use the same if and so long as such application is pending

and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Borrower's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent, for the ratable benefit of the Lenders, on such Intent-To-Use Application as collateral security for the Liabilities.

5. In addition to, and not by way of limitation of, all other rights granted to the Agent and the Lenders under the Credit Agreement, this Agreement and all other Collateral Documents, as collateral security only for the complete payment when due of all Liabilities, Borrower hereby, upon the maturity of the Liabilities or the earlier acceleration of any Liability in accordance with the Credit Agreement, and the exercise by the Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, sells, assigns, grants, conveys, transfers and sets over to the Agent, for the use and benefit of Lenders, any and all rights of Borrower under any license and any license agreement with any other party, whether Borrower is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by Borrower and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to the Agent under this Agreement which rights are material to the conduct of Borrower's business. Borrower hereby covenants that, within ten (10) days thereafter, it will notify the Agent if any Patent described in subsection 1(a) hereof, Copyright described in subsection 3(a) hereof or Trademark described in subsection 2(a) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide the Agent with full identification thereof and with such further documentation as the Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this Section 5.

6. Borrower hereby agrees that, upon the maturity of the Liabilities or the earlier acceleration of any Liability in accordance with the Credit Agreement, and the exercise by the Agent of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to the Security Agreement, the Agent's right to use, on behalf of Lenders, all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of the Borrower's right to use the same, and without any liability for royalties or other related charges from the Agent or any Lender to Borrower. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Liabilities have been indefeasibly paid in full in cash and all commitments to lend thereunder terminated.

7. Borrower represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Borrower. Within ten (10) days after the creation thereof, Borrower shall identify in writing to the Agent all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of Borrower, which new applications,

patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Credit Agreement and this Agreement.

[rest of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of Borrower and Agent has caused this Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

NEUVANT AEROSPACE CORPORATION

By: Ronald Savage
Name: Ronald D. Savage
Title: President

Address: Building C-19, Paine Field
11002 29th Avenue West
Everett, Washington 98204

FIRST SOURCE FINANCIAL, INC., as Agent

By: _____
Name: Kathi J. Inorio
Title: Senior Vice President

Address: 2850 West Golf Road, 5th Floor
Rolling Meadows, Illinois 60008

IN WITNESS WHEREOF, each of Borrower and Agent has caused this Agreement to be duly executed by its duly authorized officer as of the date first set forth above.

NEUVANT AEROSPACE CORPORATION

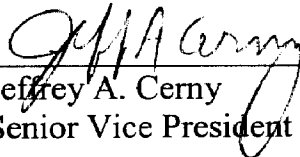
By: _____

Name: Ronald D. Savage

Title: President

Address: Building C-19, Paine Field
11002 29th Avenue West
Everett, Washington 98204

FIRST SOURCE FINANCIAL, INC., as Agent

By:  _____

Name: Jeffrey A. Cerny

Title: Senior Vice President

Address: 2850 West Golf Road, 5th Floor
Rolling Meadows, Illinois 60008

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[TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002482 FRAME: 0692

Schedule 1
to
Intellectual Property Agreement
Patents

None.

Schedule 2
to
Intellectual Property Agreement
Trademarks

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
76079571	6/28/00	Neuvant
76079572	6/28/00	Stylized Letter "N"

Schedule 3
to
Intellectual Property Agreement
Copyrights

None.