

3/22/04

01-02-2004



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Data Device 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 _____

Execution Date: 02/05/2004

2. Name and address of receiving party(ies)

Name: UBS AG, Stamford Branch, as First

Internal

Address: and Second Lien Collateral Agent

Street Address: 677 Washington Boulevard

City: Stamford State: CT Zip: 06901

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Collateral Agent

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) SEE SCHEDULE A

B. Trademark Registration No.(s) SEE SCHEDULE A

Additional number(s) attached ☒ Yes ☐ No

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

Name: Judith A. Parker

Internal Address: c/o CSC

Street Address: 80 State St

Wttr M

City: Albany State: NY Zip: 12207

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41) \$ 665.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

Signature

March 1, 2004

Date

Total number of pages including cover sheet, attachments, and document: 10

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

04/01/2004 MSETACHE 00000093 78271553

01 FC:8521
02 FC:8522

40.00 OP
575.00 OP

TRADEMARK
REEL: 002941 FRAME: 0579

Addendum to Trademark Cover Sheet - Additional Names:

1. Name of conveying party(ies):

ILC Dover Incorporated
Beta Transformer Technology Corporation

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS:

Owner: Data Device Corporation

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
DDC DATA DEVICE CORPORATION & DEVICE	2,571,819	05/21/2002	05/21/2012	United States	
DDC & DESIGN	2,062,429	05/20/1997	05/20/2007	United States	
DDC	1,176,957	11/10/1987	11/10/2007	United States	
DDC & DESIGN	1,179,898	12/18/2001	12/18/2011	United States	
DDC	830,114	06/13/1967	06/13/2007	United States	

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
LINKSET	2,058,821	05/06/1997	05/06/2007	United States	
STAR SERIES	2,443,276	04/10/2001	04/10/2011	United States	
MAGNUM MOTOR DRIVE & DESIGN	76/012,656	03/11/2003	03/11/2013	United States	
DDC ON BOARD	2,782,311	11/11/2003	Pending	United States	

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
MINI-ACE	78/264,051	06/18/2003	06/18/2013	United States	
MICRO-ACE	78/169,292	Pending	Pending	United States	
MONOBRID	1,176,981	11/10/1981	11/10/2011	United States	
SPACEMAN DESIGN	1,218,064	11/30/1982	11/30/2012	United States	
FIBREMATRIX	78/271,559	12/12/2003	Pending	United States	

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
FIBREACCESS	78/271,553	12/12/2003	Pending	United States	
PYTHON	78/315,719	10/20/2003	Pending	United States	

Owner: ILC Dover, Incorporated

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
DOVERPAC	2,498,554	10/16/2001	10/16/2011	United States	
ARMORFLEX	2,350,491	05/16/2000	05/16/2010	United States	
VAPORGUARD	2,054,461	04/22/1997	04/22/2007	United States	
SCAPE	76/469,486	11/15/2002	n/a	United States	

Owner: Beta Transformer Technology Corporation

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
BTTC & DESIGN	1,502,909	09/06/1988	09/06/2008	United States	
BTTC	1,499,398	02/05/1995	02/05/2005	United States	
BETA TRANSFORMER TECHNOLOGY CORPORATION	1,500,389	01/31/1995	01/31/2005	United States	

Owner: ILC Industries, Inc.

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
DESIGN	1,218,064	11/30/1982	11/30/2012	United States	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2004, by ILC Industries, Inc., a Delaware corporation ("Industries"), Data Device Corporation, a Delaware corporation ("DDC"), Beta Transformer Technology Corporation, a New York corporation ("Beta") and ILC Dover, Incorporated, a Delaware corporation ("Dover", together with Industries, DDC and Beta, the "Companies") in favor of UBS AG, STAMFORD BRANCH, in its capacity as First Lien Collateral Agent and as Second Lien Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), each as pledgee, assignee and secured party (the First Lien Collateral Agent and the Second Lien Collateral Agent, in such capacities and together with any successors in such capacities, the "Collateral Agents").

WHEREAS, each of the Companies has, pursuant to that certain security agreement dated as of February 5, 2004 (the "Security Agreement"; capitalized terms used but not defined herein having the meanings assigned to such terms in the Security Agreement), made by ILC INDUSTRIES, INC., a Delaware corporation (the "Borrower"), ILC HOLDINGS, INC., a Delaware corporation ("Holdings"), and THE GUARANTORS PARTY THERETO (together with Holdings, the "Guarantors") and the Collateral Agents, as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Pledgors," and each, a "Pledgor"), in favor of the Collateral Agents, granted to the Collateral Agents for the benefit of the respective Secured Parties a security interest in and to all of the right, title and interest of such Pledgor, in, to and under the Pledged Collateral, including with respect thereto, the Trademarks, as collateral security for the payment and performance in full when due of the Secured Obligations; and

WHEREAS, the Companies and the Collateral Agents wish to further memorialize the security interest described above as it relates to the registered and pending U.S. federal Trademarks identified in Schedule A, attached hereto, and incorporated herein by this reference, and the goodwill attendant thereto and all other rights appurtenant thereto, including but not limited to all products and proceeds thereof

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and it being expressly understood and agreed that the security interests granted herein for the benefit of the Collateral Agents on behalf of the respective Secured Parties shall be subject to the subordination terms of the Credit Agreement, the following security interests are hereby granted:

(i) as security for the payment or performance, as the case may be, in full of the First Lien Obligations, each of the Companies hereby pledges and grants to the First Lien Collateral Agent and its successors and assigns, for the ratable benefit of the First Lien Secured Parties, a first priority security interest in, all of such Company's right, title and interest in, to and under the registered and pending Trademarks identified in Schedule A, together with the goodwill of the business to which such Trademarks relate; and

(ii) as security for the payment or performance, as the case may be, in full of the Second Lien Obligations, each of the Companies hereby pledges and grants to the Second Lien Collateral Agent and its successors and assigns, for the ratable benefit of the Second Lien Secured Parties, a security interest in, all of such Company's right, title and interest in, to and under the registered and pending Trademarks identified in Schedule A, together with the goodwill of the business to which such Trademarks relate; provided that the Liens granted pursuant to this clause shall be subject and subordinate to the Liens granted to secure the First Lien Obligations pursuant to the immediately preceding clause and further subject to the provisions of the Credit Agreement and Security Agreement.

(Signature page follows)

IN WITNESS WHEREOF, each of the Companies has executed this Trademark Security Agreement as an instrument as of the date first written above.

ILC INDUSTRIES, INC.

By: C. Lane ✓
Name: Clifford Lane
Title: President

DATA DEVICE CORPORATION

By: C. Lane ✓
Name: Clifford Lane
Title: President

BETA TRANSFORMER TECHNOLOGY CORPORATION

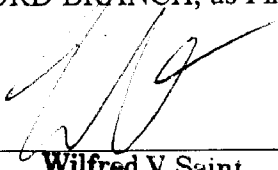
By: C. Lane ✓
Name: Clifford Lane
Title: President

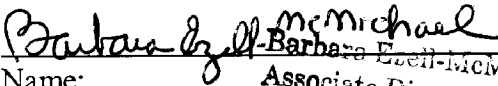
ILC DOVER, INCORPORATED

By: Kenneth J. Shedy
Name: Kenneth J. Shedy
Title: Assistant Vice President

Acknowledged and Agreed:

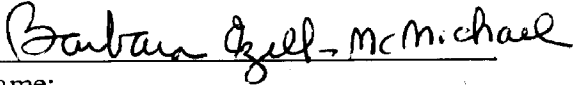
UBS AG, STAMFORD BRANCH, as First Lien
Collateral Agent

By: 
Name: **Wilfred V. Saint**
Title: **Associate Director**
Banking Products
Services, US

By: 
Name: **Barbara Ezell-McMichael**
Title: **Associate Director**
Banking Products Services US

UBS AG, STAMFORD BRANCH, as Second Lien
Collateral Agent

By: 
Name: **Wilfred V. Saint**
Title: **Associate Director**
Banking Products
Services, US

By: 
Name: **Barbara Ezell-McMichael**
Title: **Associate Director**
Banking Products Services US

[Trademark Security Agreement]

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FIBREMATRIX	78/271,559	12/12/2003	Pending	United States	

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RECORDED: 03/22/2004

TRADEMARK
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