

## 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
Esterline Technologies Holdings Limited		11/10/2004	CORPORATION: UNITED KINGDOM
Leach Holding Corporation		11/10/2004	CORPORATION: DELAWARE
Leach International Corporation		11/10/2004	CORPORATION: DELAWARE
Leach Technology Group, Inc.		11/10/2004	CORPORATION: DELAWARE
UMM Electronics Inc.		11/10/2004	CORPORATION: DELAWARE
Hauser Inc.		11/10/2004	CORPORATION: CALIFORNIA

## RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	301 South College Street
Internal Address:	One Wachovia Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	906545	BALANCED-FORCE
Registration Number:	926718	LEACH
Registration Number:	2779544	LEACH

## CORRESPONDENCE DATA

Fax Number:

(646)848-4455

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone:

212-848-4455

Email:

jlik@shearman.com

Correspondent Name:

Keum A. Yoon

Address Line 1:

599 Lexington Avenue

TRADEMARK

REEL: 002977 FRAME: 0649

900015656

CH 906545 \$90.00

Address Line 2:	Shearman & Sterling LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	33444/13
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NAME OF SUBMITTER:	James H. Lik
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<p>Total Attachments: 8</p> <p>source=IP Security Agreement#page1.tif</p> <p>source=IP Security Agreement#page2.tif</p> <p>source=IP Security Agreement#page3.tif</p> <p>source=IP Security Agreement#page4.tif</p> <p>source=IP Security Agreement#page5.tif</p> <p>source=IP Security Agreement#page6.tif</p> <p>source=IP Security Agreement#page7.tif</p> <p>source=IP Security Agreement#page8.tif</p>
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated November 10, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wachovia Bank, National Association ("*Wachovia*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Esterline Technologies Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of June 11, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wachovia, as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement Supplement dated as of November 10, 2004 made by the Grantors to the Collateral Agent (the "*Security Agreement Supplement*"), pursuant to which each Grantor agrees to be bound by the terms and provisions of that certain Security Agreement dated as of June 11, 2003 made by the grantors from time to time party thereto in favor of the Collateral Agent for the Secured Parties (as supplemented by the Security Agreement Supplement and as otherwise amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


ESTERLINE TECHNOLOGIES HOLDINGS  
LIMITED

By   
Name:  
Title: CEO, Director

Address for Notices:

500 – 108<sup>th</sup> Avenue N.E., Suite 1500  
Bellevue, WA 98004


LEACH HOLDING CORPORATION

By   
Name:  
Title: **President**

Address for Notices:

500 – 108<sup>th</sup> Avenue N.E., Suite 1500  
Bellevue, WA 98004


LEACH INTERNATIONAL CORPORATION

By   
Name:  
Title: **President**

Address for Notices:

500 – 108<sup>th</sup> Avenue N.E., Suite 1500  
Bellevue, WA 98004


LEACH TECHNOLOGY GROUP, INC.

By   
Name:  
Title: **President**

Address for Notices:

500 – 108<sup>th</sup> Avenue N.E., Suite 1500  
Bellevue, WA 98004


UMM ELECTRONICS INC.

By   
Name:  
Title: **President**

Address for Notices:

500 – 108<sup>th</sup> Avenue N.E., Suite 1500  
Bellevue, WA 98004

HAUSER INC.

By 

Name:

Title: **President**

Address for Notices:

500 – 108<sup>th</sup> Avenue N.E., Suite 1500  
Bellevue, WA 98004

**Schedule A**

**List of Patents**

<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Leach International Corporation	High Level Arc Fault Detector	10/734927			

**Schedule B****List of Trademarks**

<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Applic. Date</u>	<u>Registration Date</u>
Leach International Corporation	Balanced-Force	906545			
Leach International Corporation	Leach	926718			
Leach International Corporation	Leach	2779544			

**Schedule C**  
**List of Copyrights**

None.