



09-29-2004



102847787

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

Fairchild Industrial Products Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-Delaware
☐ Other:

Additional name(s) of conveying party(ies) attached?

☐ Yes
☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Intellectual Property Security Interest

Execution Date: July 30, 2004

2. Name and address of receiving party(ies):

Name: Allied Capital Corporation and Allied Capital Corporation ("AIC")

Internal Address:

Street Address:

1919 Pennsylvania Avenue, N.W.

City: Washington

State: D.C.

Zip: 20006-3434

- ☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State: Maryland
☐ Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes
(Designations must be a separate document from assignment) ☐ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2,131,727
2,030,211
2,075,266
2,028,920
2,122,797
2,087,075
2,294,907

Additional numbers attached?

☐ Yes ☒ No

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

Name: Donald A. Gregory
DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: A4043.0605

Street Address: 2101 L Street NW

City: Washington State: DC Zip: 20037-1526

6. Total Number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41)

\$ 190.00

- ☐ Enclosed
☐ Authorized to be charged to Deposit Account
☒ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: 04-1073

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

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document.

Donald A. Gregory

Name of Person Signing

Signature

September 20, 2004

Date

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

7

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of July 30, 2004, made by FAIRCHILD INDUSTRIAL PRODUCTS COMPANY, a Delaware corporation (the "Grantor") in favor of ALLIED CAPITAL CORPORATION (the "Lender") and ALLIED CAPITAL CORPORATION ("AIC"), as holders (as applicable) of (i) the Note issued pursuant to the Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") between the Grantor and the Lender, (ii) the Second Priority Secured Note and (iii) the Third Priority Secured Notes (collectively, the "Secured Debt") (in such capacities, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof by and among Grantor and the Secured Parties (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor is required to execute and deliver to the Lender this Assignment of Intellectual Property Security Interest;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

II. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY. Grantor hereby assigns and transfer to the Lender, for the benefit of the Secured Parties and hereby grants to the Lender, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property, whether presently existing or hereafter created or acquired, including, without limitation, the Patents, Trademarks, and Copyrights listed on the Schedule attached hereto (collectively, the "Intellectual Property Collateral");

III. SECURITY AGREEMENT. The security interests granted pursuant to this Assignment of Intellectual Property Security Interest are granted in conjunction with the security interests granted to the Lender, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Assignment of Intellectual Property Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRCHILD INDUSTRIAL PRODUCTS
COMPANY, as Grantor

By Mark L Cuthbert
Name MARK L CUTHBERT
Title PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

ALLIED CAPITAL CORPORATION,
as a Secured Party

By _____
Name _____
Title _____

ALLIED INVESTMENT CORPORATION,
as a Secured Party

By _____
Name _____
Title _____

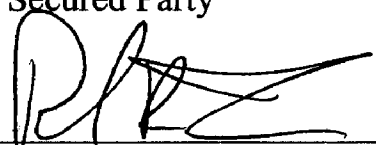
IN WITNESS WHEREOF, Grantor has caused this Assignment of Intellectual Property Security Interest to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRCHILD INDUSTRIAL PRODUCTS
COMPANY, as Grantor

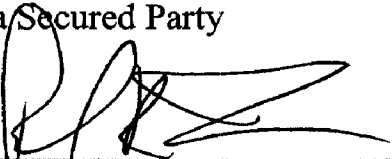
By _____
Name _____
Title _____

ACCEPTED AND ACKNOWLEDGED BY:

ALLIED CAPITAL CORPORATION,
as a Secured Party

By  _____
Name Paul R. Tanen
Title Managing Director

ALLIED INVESTMENT CORPORATION,
as a Secured Party

By  _____
Name Paul R. Tanen
Title Managing Director

ACKNOWLEDGMENT OF GRANTOR

STATE OF

North Carolina) SS

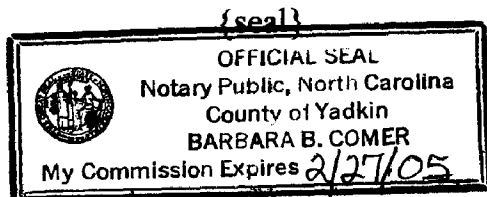
COUNTY OF

Forsyth)

On this 29th day of July, 2004 before me personally appeared Mark L. Cuthbert, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Fairchild Industrial Products Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Barbara B. Comer

Notary Public



SCHEDULE

United States Patents

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Title</u>
205,935 (Expired)	07/17/73	Load Indicating Apparatus
3,926,204 (Expired)	12/16/75	Pressure Regulator
4,073,313 (Expired)	02/14/78	Valve Apparatus
4,105,047 (Expired)	08/08/78	Valve Apparatus
4,470,547 (Expired)	09/11/84	Variable Output Nozzle (5200)
4,512,357 (Expired)	04/23/85	Pressure Transducer (5000)
D283,244 (Expired)	04/01/86	Fluid Regulator or the Like (75)
D312,120	11/13/90	Manifold Valve Unit
5,074,826	12/24/91	Variable Speed Transmission
D327,840	07/14/92	Flexible Leaf Suspension Spring (T6000)
5,469,877	11/28/95	Electric to Pneumatic Transducer (T7800)

United States Patent Applications

<u>Legal file Ref.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
30902	7/1/93	D. Parker	Mechanical Differential Synchronizer

United States Trademarks

<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1,004,200 (Expired)	2/11/75	SPECON (& Design)
1,491,949 (Expired)	6/14/88	CUBIC (Stylized)
662,379 (Expired)	5/27/58	KENDALL
1,579,780 (Expired)	1/30/90	VARI-CHAIN (& Design)
1,879,621 (Expired)	2/21/1995	GOLDEN RULE IN CONTROL
2,131,727	1/27/1998	SPECON (& Design)
2,030,211	1/14/1997	CUBIC (Stylized)
2,075,266	1/7/1997	KENDALL
2,028,920	1/7/1997	VARI-CHAIN (& Design)
2,122,797	12/23/1997	FAIRCHILD INDUSTRIAL PRODUCTS COMPANY (& Design)
2,087,075	8/12/1997	FAIRCHILD INDUSTRIAL PRODUCTS COMPANY (& Design)
2,294,907	11/30/1999	FAIRCHILD INDUSTRIAL PRODUCTS COMPANY (& Design)

French Trademarks

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
1,503,092	12/13/88	VARI-CHAIN (& Design)
1,503,093	12/13/88	KENDALL
1,503,094	12/13/88	SPECON
1,503,095	12/13/88	GOVERNAIRE