

12.15.04

12-23-2004

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

REC'D  
TRADEMARKS UNIT  
102909954

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

AVIONICS INSTRUMENTS, INC.

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

Citizenship (see guidelines) Delaware

Execution Date(s) October 1, 1998

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of New York

Internal Address: \_\_\_\_\_

Street Address: 2500 Rte. 35 and Lakewood Rd.

City: Manasquan

State: New Jersey

Country: USA Zip: 08736

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship New York
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance:**

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,204,172

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

AEROSPACE FOR INDUSTRY

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

Name: Melanie S. Corcoran

Internal Address: 3200 National City Center

Street Address: 1900 East 9th Street

City: Cleveland

State: Ohio Zip: 44114-3485

Phone Number: 216-621-0200

Fax Number: 216-696-0740

Email Address: mcorcoran@bakerlaw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 02-0396

Authorized User Name Melanie S. Corcoran

9. Signature: Melanie S. Corcoran / TCU

Signature

12/15/04

Date

Melanie S. Corcoran

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003095 FRAME: 0726

ASSIGNMENT OF TRADEMARKS

WHEREAS, Avionics Instruments Inc., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is indebted to The Bank of New York, a New York banking corporation (herein referred to as "Assignee"), and has entered into a Loan and Security Agreement (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and the applications and registrations, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm, that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 1st day of October, 1998.

*AVIONICS INSTRUMENTS INC.  
DELAWARE  
1998*

Avionics Instruments Inc.

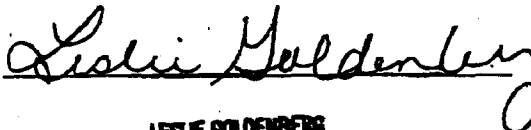
By:

*David M. Reinfield*

David M. Reinfield, President

STATE OF NEW JERSEY     )  
                                   )  
 COUNTY OF MIDDLESEX    )     ss.:

On this 1st day of October, 1998, before me personally appeared DAVID M. REINFELD, to me known, who, being by me duly sworn, did depose and say that he is the President of AVIONIC INSTRUMENTS INC., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



**LESLIE GOLDENBERG**  
 A Notary Public of New Jersey  
 My Commission Expires Sept. 23, 1999

**SCHEDULE A TO ASSIGNMENT OF TRADEMARKS**

<u>Trademark</u>	<u>Serial No.</u>
Aerospace for Industry	74.705,510