

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Second Lien Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Data Device Corporation		08/24/2005	CORPORATION: DELAWARE
Beta Transformer Technology Corporation		08/24/2005	CORPORATION: NEW YORK
ILC Dover IP, Inc.		08/24/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as Collateral Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation:

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2571819	DDC DATA DEVICE CORPORATION
Registration Number:	2062429	DDC
Registration Number:	1176957	DDC
Registration Number:	1179898	DDC
Registration Number:	830114	DDC
Registration Number:	2058821	LINKSET
Registration Number:	2443276	STAR SERIES
Serial Number:	76012656	MAGNUM MOTOR DRIVE
Registration Number:	2782311	DDC ON BOARD
Serial Number:	78264051	MINI-ACE
Serial Number:	78169292	MICRO-ACE
Registration Number:	1176981	MONOBRID

TRADEMARK

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Serial Number:	78271559	FIBREMATRIX
Serial Number:	78271553	FIBREACCESS
Serial Number:	78315719	PYTHON
Serial Number:	78418998	HYPER-1553
Registration Number:	2498554	DOVERPAC
Registration Number:	2350491	ARMORFLEX
Registration Number:	2054461	VAPOR GUARD
Registration Number:	2854707	SCAPE
Registration Number:	1218064	
Registration Number:	1502909	BTTC
Registration Number:	1499398	BTTC
Registration Number:	1500389	BETA TRANSFORMER TECHNOLOGY CORPORATION
Serial Number:	78476617	LUNARLUMBER
Serial Number:	78476655	ULTRABOOM
Serial Number:	78563905	FIRST RECEIVER

#### CORRESPONDENCE DATA

Fax Number: (202)728-0744

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

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	09/08/2005

#### Total Attachments: 10

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## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 24, 2005, by Data Device Corporation, a Delaware corporation ("DDC"), Beta Transformer Technology Corporation, a New York corporation ("Beta") and ILC Dover IP, Inc., a Delaware corporation ("Dover", together with DDC and Beta, the "Companies") in favor of UBS AG, STAMFORD BRANCH, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (the Collateral Agent, in such capacity and together with any successors in such capacity, the "Collateral Agent").

WHEREAS, each of the Companies has, pursuant to that certain second lien security agreement dated as of August 24, 2005 (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 Agent, 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 Agent, granted to the Collateral Agent 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 Agent 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 hereto, and incorporated herein by this reference, and the goodwill appurtenant 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 Agent on behalf of the

respective Secured Parties shall be subject to the subordination terms of the Credit Agreement, the following security interest is hereby granted: as security for the payment or performance, as the case may be, in full of the Obligations, each of the Companies hereby pledges and grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a second 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 appurtenant goodwill of such Trademarks. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Trademark Security Agreement and the exercise of any right of remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

*(Signature page follows)*

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

DATA DEVICE CORPORATION

By: Clifford P. Lane  
Name: Clifford P. Lane  
Title: President

BETA TRANSFORMER TECHNOLOGY CORPORATION

By: Kenneth J. Shedy  
Name: Kenneth J. Shedy  
Title: Vice President and Treasurer

ILC DOVER IP, INC.

By: Clifford P. Lane  
Name: Clifford P. Lane  
Title: Treasurer

ACKNOWLEDGMENT OF PLEDGOR

STATE OF New York )  
COUNTY OF Suffolk )

ss.

On this 22 day of AUGUST, 2005 before me personally appeared CLIFFORD P. LAKE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Data Device Corporation, 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.

Leanne L. Willmer  
Notary Public

{seal}

LEANNE L. WILLMER  
NOTARY PUBLIC, State of New York  
No. 4771884  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES 8-31-06

[Second Lien Trademark Security Agreement]

ACKNOWLEDGMENT OF PLEDGOR

STATE OF NEW YORK )  
COUNTY OF SUFFOLK ) ss.

On this 22 day of AUGUST, 2005 before me personally appeared KENNETH J. SHEDY proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Beta Transformer Technology Corporation, 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.

Leanne L. Willmer  
Notary Public

{seal}

LEANNE L. WILLMER  
NOTARY PUBLIC, State of New York  
No. 4771984  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES 8-31-06

[Second Lien Trademark Security Agreement]

ACKNOWLEDGMENT OF PLEDGOR

STATE OF New York )  
COUNTY OF Suffolk )

ss.

On this 22 day of AUGUST, 2006 before me personally appeared CLIFFORD FLARE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ILC Dover IP, Inc., 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.

Leanne L. Willmer  
Notary Public

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*(Signatures continued on next page)*

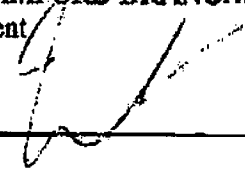
LEANNE L. WILLMER  
NOTARY PUBLIC, State of New York  
No. 4771884  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES 8-31-06

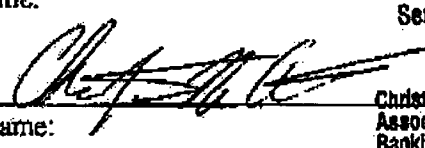
[Second Lien Trademark Security Agreement]



Acknowledged and Agreed:

UBS AG, STAMFORD BRANCH, as  
Collateral Agent

By:   
Name: Wilfrid V. Saint  
Title: Director  
Banking Products  
Services, US

By:   
Name: Christopher M. Atkin  
Title: Associate Director  
Banking Products  
Services, US

[Second Lien Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS:**

**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	
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	11/11/2013	United States	
MINI-ACE	78/264,051	05/18/2004	05/18/2014	United States	
MICRO-ACE	78/169,292		Pending	United States	
MONOBRID	1,176,981	11/10/1981	11/10/2011	United States	
FIBREMATRIX	78/271,559	12/12/2003	Pending	United States	
FIBREACCESS	78/271,553	12/12/2003	Pending	United States	
PYTHON	78/315,719	10/20/2003	Pending	United States	
HYPER-1553	78/418/998	05/14/2004	Pending	United States	

**Owner: ILC Dover IP, Inc.**

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	2,854,707	6/15/2004	6/15/2014	United States
SPACEMAN	1,218,064	11/30/1982	11/30/2012	United States

Owner: Beta Transformer Technology Corp.

Trademark	Registration Number	Registration Date	Expiration Date	Country	Description
BTTC & DESIGN	1,502,909	09/06/1988	09/06/2008	United States	
BTTC & DESIGN	1,499,398	08/09/1988	08/09/2008	United States	
BETA TRANSFORMER TECHNOLOGY CORPORATION	1,500,389	01/07/1988	01/07/2008	United States	

**TRADEMARKS:****Applications:****Owner: ILC Dover IP, Inc.**

Trademark	Application Number	Application Date	Country	Description
LUNARLUMBER	78/476,617	08/31/2004	United States	
ULTRABOOM	78/476,655	08/31/2004	United States	
FLEXMIXER	TBD- Applied for, not received	TBD	United States	
FLEXREACTOR	TBD- Applied for, not received	TBD	United States	
FLEXFILTER	TBD- Applied for, not received	TBD	United States	
FIRST RECEIVER	78/563,905	02/09/2005	United States	

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