

10-23-1998



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

10-23-98 11:47

10-13-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name	Execution Date Month Day Year
Name (line 1) Avionic Instruments, Inc.	10 01 98
Name (line 2)	

Second Party

Name	Execution Date Month Day Year
Name (line 1)	
Name (line 2)	

Receiving Party

☐ Mark if additional names of receiving parties attached

Name	Address	City	State/Country	Zip Code
Name (line 1) The Bank of New York	2500 Route 35 and Lakewood Road	Manasquan	NJ USA	08736
Name (line 2)				

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	
Address (line 1)	
Address (line 2)	
Address (line 3)	
Address (line 4)	

10/21/1998 SOURCE 00000009 500713 00106924 FOR OFFICE USE ONLY
01 FC:501 240.00 CH

Correspondent Name and Address

Area Code and Telephone Number 732-549-5600

Name Susan Okin Goldsmith, Esq.

Address (line 1) Greenbaum, Rowe, Smith, Ravin, Davis & Himmel LLP

Address (line 2) Metro Corporate Campus One

Address (line 3) P.O. Box 5600

Address (line 4) Woodbridge, NJ 07095-0988

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

08106924

08340218

5444357

08558643

5424933

08526934

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

6

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 240.00

Method of Payment:
Deposit Account

Enclosed ☐

Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

500713

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Susan Okin Goldsmith

Susan Okin Goldsmith

10-6-98

Name of Person Signing

Signature

Date

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT dated October 1, 1998, by and between Avionic Instruments Inc., a Delaware corporation having an office at 1414 Randolph Avenue, Avenel, New Jersey 07001 (herein referred to as "Assignor") and The Bank of New York, a New York banking corporation having an office at 2500 Route 35 and Lakewood Road, Manasquan, New Jersey 08736 (herein referred to as "Assignee")

WHEREAS, Assignor owns the letters patent, and/or applications for letter patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is indebted to Assignee, and has entered into a Loan and Security Agreement dated the date hereof (the "Agreement") in favor of Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby undertake as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the patent applications and patents listed in Schedule A hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuation-in-part thereof (collectively called the "Patents").

2. Assignor covenants and warrants that:

- a. The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- b. To the best of Assignor's knowledge, each of the Patents is valid an enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sales) of which it is aware;
- c. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and
- d. Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Patents might not be declared invalid if challenged in court.

3. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1, shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing hereof.

4. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license under the Patents to make, have made for it, use and sell the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to assignor in this paragraph 4, without the prior written consent of Lender in each instance.

5. If any Event of Default shall have occurred and be continuing, Assignor's license under the Patents, as set forth in paragraph 4, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located. Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of the Patents 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.

6. If any event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

7. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, subject to any disposition thereof which may have been made by Lender pursuant hereto.

8. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

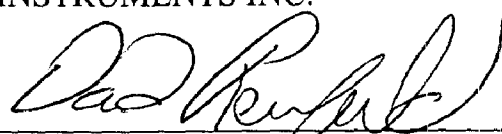
9. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

10. The provisions of this Assignment of Patents are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Assignment of Patents in any jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective officers thereunto duly authorized as of the 1st day of October, 1998.

AVIONIC INSTRUMENTS INC.

By: _____



David M. Reinfeld, President

THE BANK OF NEW YORK

By: _____



Kevin P. Corcoran, Vice 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

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

On this 1st day of October, 1998, before me personally appeared KEVIN P. CORCORAN, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of THE BANK OF NEW YORK, 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

Serial No. or Patent No.	Application or Patent Issuance Date	Title of Invention	Inventor	Owner
Patent 5,444,357	August 22, 1995	Method and Apparatus for Three-Phase Voltage Doubling	Illingworth	Assignor
08/558,643, continuation of 08/340,218	November 27, 1996, continuation of filing made November 16, 1994	Asymmetric Gate Drive Improved Switching Coupling	Illingworth	Assignor
08/106,924	August 16, 1993	Resonant Fly Forward	Illingworth	Assignor
5,424,933	June 13, 1995	Resonant Forward	Illingworth	Assignor
08/526,934, continuation of 08/106,924	December 7, 1995, continuation of filing made August 16, 1993	Resonant Fly Forward	Illingworth	Assignor