



R

01-07-1999



100939928

Docket No.: P1236

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → →

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

1. Name of conveying party(ies):
OEA Aerospace, Inc.

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

MAD 12.29.98

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **10 April 1998**

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

Name: **The Northern Trust Company**

Internal Address:

Street Address: **50 South LaSalle Street**

City: **Chicago** State: **IL** ZIP: **60675**

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

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,540,154

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Simon B. Anolick**

Internal Address: **GARDNER, CARTON & DOUGLAS**

Street Address: **321 North Clark, Suite 3400**

City: **Chicago** State: **IL** ZIP: **60610**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00 E**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

07-0181

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 a true copy of the original document.

Simon B. Anolick

Name of Person Signing

Signature

Date

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

29

PATENT
REEL: 9670 FRAME: 0804



SECURITY AGREEMENT

DATED AS OF DECEMBER 10, 1998

BETWEEN

OEA AEROSPACE, INC.

AND

THE NORTHERN TRUST COMPANY, AS AGENT



TABLE OF CONTENTS

ARTICLE I. DEFINITIONS	1
SECTION 1.1. Certain Terms	1
SECTION 1.2. Credit Agreement Definitions.....	5
SECTION 1.3. U.C.C. Definitions	5
ARTICLE II. SECURITY INTEREST.....	5
SECTION 2.1. Grant of Security.....	5
SECTION 2.2. Security for Obligations.....	6
SECTION 2.3. Continuing Security Interest; Transfer of Notes.....	6
SECTION 2.4. Grantor Remains Liable.....	7
SECTION 2.5. Security Interest Absolute.....	7
SECTION 2.6. Subrogation, etc.	8
ARTICLE III. REPRESENTATIONS AND WARRANTIES.....	9
SECTION 3.1. Representations and Warranties.....	9
SECTION 3.1.1 Organization.	9
SECTION 3.1.2 Deliveries.	9
SECTION 3.1.3 Information.	9
SECTION 3.1.4 Authorization.	9
SECTION 3.1.5 No Conflicts.....	9
SECTION 3.1.6 Location of Collateral, etc	10
SECTION 3.1.7 Ownership, No Liens, etc	10
SECTION 3.1.8 Possession and Control.....	10
SECTION 3.1.9 Negotiable Documents, Instruments and Chattel Paper.	10
SECTION 3.1.10 Intellectual Property Collateral.....	10
SECTION 3.1.11 Validity, etc.....	11
SECTION 3.1.12 Authorization, Approval, etc	11
SECTION 3.1.13 Compliance with Laws	12
SECTION 3.1.14 Validity and Binding Effect.....	12
ARTICLE IV. COVENANTS	12
SECTION 4.1. Certain Covenants.....	12
SECTION 4.1.1. As to Equipment and Inventory	12
SECTION 4.1.2. As to Receivables	13
SECTION 4.1.3. As to Collateral	13
SECTION 4.1.4. As to Intellectual Property Collateral	14
SECTION 4.1.5. Insurance	16
SECTION 4.1.6. Transfers and Other Liens.....	16
SECTION 4.1.7. Further Assurances, etc.....	16



ARTICLE V. THE AGENT	17
SECTION 5.1. Agent Appointed Attorney-in-Fact.....	17
SECTION 5.2. Agent May Perform	18
SECTION 5.3. Agent Has No Duty	18
SECTION 5.4. Reasonable Care	18
ARTICLE VI. REMEDIES	19
SECTION 6.1. Certain Remedies.....	19
SECTION 6.2. Indemnity and Expenses	19
ARTICLE VII. MISCELLANEOUS PROVISIONS	20
SECTION 7.1. Loan Document	20
SECTION 7.2. Amendments; etc.	20
SECTION 7.3. Addresses for Notices	20
SECTION 7.4. Section Captions	20
SECTION 7.5. Severability	20
SECTION 7.6. Governing Law, Entire Agreement, etc.	21
SECTION 7.7. Waiver of Jury Trial.....	21
SECTION 7.8. Consent to Jurisdiction.	21

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement"), dated as of December 10, 1998, made by OEA AEROSPACE, INC., a California corporation (the "Grantor"), in favor of THE NORTHERN TRUST COMPANY, as Agent for the Banks (the "Agent").

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of April 10, 1998 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among OEA, INC., a Delaware corporation (the "Company"), certain Banks party thereto, BANQUE NATIONALE DE PARIS, U.S. BANK NATIONAL ASSOCIATION, UNION BANK OF CALIFORNIA, N.A., as co-Agents, and the Agent, the Banks have extended Commitments to make Loans to the Company;

WHEREAS, as a condition precedent to the Banks continuing to make Loans available to the Company under the Credit Agreement, the Grantor is required to execute and deliver this Security Agreement;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Security Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Security Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made from time to time to the Company by the Banks pursuant to the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Banks to continue to make Loans to the Company pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent, and the ratable benefit of the Banks, as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.1. Certain Terms. The following terms (whether or not underscored) when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Agent" is defined in the preamble.

"Collateral" is defined in Section 2.1.

"Collateral Account" is defined in Section 4.1.2(b).

"Company" is defined in the first recital.

"Computer Hardware and Software Collateral" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by the Grantor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights and all semiconductor chip product mask works of the Grantor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world including, without limitation, all of the Grantor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and also including, without limitation, the copyrights and mask works referred to in Item A of Schedule IV attached hereto, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, including each copyright and mask work license referred to in Item B of Schedule IV attached hereto, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Credit Agreement" is defined in the first recital.

"Equipment" is defined in clause (a) of Section 2.1.

“Grantor” is defined in the preamble.

“General Intangibles” shall mean all personal property of the Grantor (including things in action) other than Equipment, Inventory and other goods, Receivables, Related Contracts, chattel paper, documents, instruments, money and Intellectual Property Collateral.

“Intellectual Property Collateral” means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

“Inventory” is defined in clause (b) of Section 2.1.

“Loan Documents” is defined in Section 2.2.

“Patent Collateral” means:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Schedule II attached hereto;

(b) all patent licenses, including each patent license referred to in Item B of Schedule II attached hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Schedule II attached hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Schedule II attached hereto, and all rights corresponding thereto throughout the world.

“Receivables” is defined in clause (c) of Section 2.1.

“Related Contracts” is defined in clause (c) of Section 2.1.

“Secured Obligations” is defined in Section 2.2.

“Security Agreement” is defined in the preamble.

“Trademark Collateral” means:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and General Intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule III attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule III attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) and, in the case of any mark for which an application for registration may have been filed in the United States as an "Intent to Use" application under section 1(b) of the Lanham Act and in respect of which a verified statement of use has not yet been filed, that portion of Grantor's on-going and existing business to which each such mark pertains; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule III attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

"Trade Secrets Collateral" means common law and statutory trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule V attached hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"U.C.C." means the Uniform Commercial Code, as in effect in the State of Illinois.

SECTION 1.2. Credit Agreement Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 1.3. U.C.C. Definitions. Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the U.C.C. are used in this Security Agreement, including its preamble and recitals, with such meanings.

ARTICLE II.

SECURITY INTEREST

SECTION 2.1. Grant of Security. The Grantor hereby assigns and pledges to the Agent, for its benefit and the ratable benefit of the Banks, and hereby grants to the Agent, for its benefit and the ratable benefit of the Banks, a security interest in, all of the following, whether now or hereafter existing or acquired (the "Collateral"):

(a) all equipment in all of its forms of the Grantor, wherever located, all parts thereof and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor (any and all of the foregoing being the "Equipment");

(b) all inventory in all of its forms of the Grantor, wherever located, including

(i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof,

(ii) all goods in which the Grantor has an interest in mass or a joint or other interest or right of any kind (including goods in which the Grantor has an interest or right as consignee), and

(iii) all goods which are returned to or repossessed by the Grantor,

and all accessions thereto, products thereof and documents therefor (any and all such inventory, materials, goods, accessions, products and documents being the "Inventory");

(c) all accounts, contracts, contract rights, chattel paper, documents, instruments, and General Intangibles of the Grantor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of the Grantor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, and General Intangibles (any and all such accounts, contracts, contract rights, chattel paper, documents, instruments, and General Intangibles being the "Receivables", and any and all such security agreements, guaranties, leases and other contracts being the "Related Contracts");

(d) all Intellectual Property Collateral of the Grantor;

(e) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section 2.1;

(f) all of the Grantor's other property and rights of every kind and description and interests therein; and

(g) all products, offspring, rents, issues, profits, returns, income and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a), (b), (c), (d), (e) and (f), proceeds deposited from time to time in the Collateral Account and in any lock boxes of the Grantor, and, to the extent not otherwise included, all payments under insurance (whether or not the Agent or the Banks are the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

Notwithstanding the foregoing, "Collateral" shall not include any General Intangibles or other rights arising under contracts as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction on such grant, unless and until any required consents shall have been obtained. The Grantor agrees to use its best efforts to obtain any such required consent.

SECTION 2.2. Security for Obligations. This Security Agreement secures the payment of all obligations, including, L/C Obligations and Rate Hedging Obligations, now or hereafter existing under the Credit Agreement, the Notes, the Pledge Agreements, French Filing Documents, the other Security Documents, the L/C Related Documents and each other document delivered in connection therewith (collectively, the "Loan Documents"), whether for principal, interest, costs, fees, expenses or otherwise, and all other obligations of the Company, Grantor or Aerotest to the Agent or the Banks, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereinafter existing or due or to become due, and all obligations of the Grantor now or hereafter existing under this Security Agreement and each other Loan Document to which it is or may become a party (all such obligations of the Company, Aerotest and the Grantor, being the "Secured Obligations").

SECTION 2.3. Continuing Security Interest; Transfer of Notes. This Security Agreement shall create a continuing security interest in the Collateral and shall

(a) remain in full force and effect until payment in full of all Secured Obligations and the termination of the Commitments and any other commitments of the Banks to the Company,

(b) be binding upon the Grantor, its successors, transferees and assigns, and

(c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and each Bank and their successors, transferees and assigns.

Without limiting the generality of the foregoing clause (c), the Agent and any Bank may assign or otherwise transfer (in whole or in part) any Note or Loan held by it to any other Person or entity, and such other Person or entity shall thereupon become vested with all the rights and benefits in respect thereof granted to the Agent or such Bank under any Loan Document (including this Security Agreement) or otherwise, subject, however, to any contrary provisions in such assignment or transfer, and to the provisions of Section 11.6 of the Credit Agreement. Upon the payment in full of all Secured Obligations and the termination of the Commitments and any other commitments of the Banks to the Company, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination, the Agent, on behalf of the Banks, will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 2.4. Grantor Remains Liable. Anything herein to the contrary notwithstanding

(a) the Grantor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Security Agreement had not been executed,

(b) the exercise by the Agent, on behalf of the Banks, of any of its rights hereunder shall not release the Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral, and

(c) neither the Agent nor any Bank shall have any obligation or liability under any such contracts or agreements included in the Collateral by reason of this Security Agreement, nor shall the Agent or any Bank be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2.5. Security Interest Absolute. All rights of the Agent, on behalf of the Banks, and the security interests granted to the Agent and for the ratable benefit of the Banks hereunder, and all obligations of the Grantor hereunder, shall be absolute and unconditional, irrespective of

(a) any lack of validity or enforceability of the Credit Agreement, any Note or any other Loan Document,

(b) the failure of any Bank or any holder of any Note

(i) to assert any claim or demand or to enforce any remedy against the Company or any other Person under the provisions of the Credit Agreement, any Note, any other Loan Document or otherwise, or

(ii) to exercise any right or remedy against any other guarantor of, or collateral securing, any Secured Obligations,

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other extension, compromise or renewal of any Secured Obligation,

(d) any reduction, limitation, impairment or termination of any Secured Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and the Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Secured Obligations,

(e) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Credit Agreement, any Note or any other Loan Document,

(f) any addition, exchange, release, surrender or nonperfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Secured Obligations, or

(g) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Company, any surety or any guarantor.

SECTION 2.6. Subrogation, etc. The Grantor will not exercise any rights which it may acquire by reason of any payment made hereunder, whether by way of subrogation, reimbursement or otherwise, until the prior payment, in full and in cash, of all Secured Obligations. Any amount paid to the Grantor on account of any payment made hereunder prior to the payment in full of all Secured Obligations shall be held in trust for the benefit of the Agent, on behalf of the Banks, and each holder of any Note and shall immediately be paid to the Agent, on behalf of the Banks, and credited and applied against the Secured Obligations, whether matured or unmatured, in accordance with the terms of the Credit Agreement (or other agreement(s) pursuant to which such Secured Obligations are outstanding); provided, however, that if

(a) the Grantor has made payment to the Agent, on behalf of the Banks, of all or any part of the Secured Obligations, and

(b) all Secured Obligations have been paid in full and all Commitments and any other commitments of the Banks to the Company have been permanently terminated,

each Bank and each holder of such Note agrees that, at the Grantor's request, such Bank and such holder of such Note will execute and deliver to the Grantor appropriate documents (without recourse and without representation or warranty) necessary to evidence the transfer by subrogation to the Grantor of any interest in the Secured Obligations resulting from such payment by the Grantor. In furtherance of the foregoing, for so long as any Secured Obligations or Commitments or any other commitments of the Banks to the Company remain outstanding, the Grantor shall refrain from taking any action or commencing any proceeding against the Company or Aerotest (or their respective successors or assigns, whether in connection with a bankruptcy proceeding or otherwise) to recover any amounts in respect of payments made under this Security Agreement to the Agent or any holder of any Note.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES

SECTION 3.1. Representations and Warranties. The Grantor represents and warrants unto the Agent and the Banks as set forth in this Article.

SECTION 3.1.1 Organization. The Grantor is a corporation duly organized, validly existing and in good standing under the laws of the State of California and is authorized to do business in all states where the conduct of its business or the ownership of its properties makes such authorization necessary.

SECTION 3.1.2 Deliveries. The Grantor has delivered to the Agent as of the date hereof all certificates, instruments and documents evidencing its right, title and interest in the Collateral, if any.

SECTION 3.1.3 Information. All information with respect to the Collateral set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by the Grantor to the Agent or any Bank and all other written information heretofore or hereafter furnished by the Grantor to the Agent or any Bank is and will be true and correct in all material respects as of the date furnished.

SECTION 3.1.4 Authorization. The Grantor is duly authorized to execute and deliver this Security Agreement and deliver the Collateral and is and will continue to be duly authorized to perform its obligations under this Security Agreement.

SECTION 3.1.5 No Conflicts. The execution and delivery of this Security Agreement and the performance by the Grantor of its obligations under this Security Agreement do not and will not conflict with any provision of law or of the articles of incorporation, by-laws or other organizational documents of the Grantor or of any agreement binding upon the Grantor.

SECTION 3.1.6 Location of Collateral, etc. All of the Equipment, Inventory and lock boxes of the Grantor are located at the places specified in Item A, Item B and Item C, respectively, of Schedule I hereto. None of the Equipment and Inventory has, within the four months preceding the date of this Security Agreement, been located at any place other than the places specified in Item A and Item B, respectively, of Schedule I hereto. The place(s) of business and chief executive office of the Grantor and the office(s) where the Grantor keeps its records concerning the Receivables, and all originals of all chattel paper which evidence Receivables, are located at the address set forth below the name of the Grantor on the signature page hereof. The Grantor has the following trade name: Aerospace. The Grantor has not been known by any legal name different from the one set forth on the signature page hereto, nor has the Grantor been the subject of any merger or other corporate reorganization. If the Collateral includes any Inventory located in the State of California, the Grantor is not a "retail merchant" within the meaning of Section 9102 of the Uniform Commercial Code - Secured Transactions of the State of California. None of the Receivables is evidenced by a promissory note or other instrument.

SECTION 3.1.7 Ownership, No Liens, etc. The Grantor owns the Collateral free and clear of any Lien, security interest, charge or encumbrance except for the security interest created by this Security Agreement and Liens for taxes not delinquent. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Agent, on behalf of the Banks, relating to this Security Agreement.

SECTION 3.1.8 Possession and Control. The Grantor has exclusive possession and control of the Equipment and Inventory.

SECTION 3.1.9 Negotiable Documents, Instruments and Chattel Paper. The Grantor has, contemporaneously herewith, delivered to the Agent, on behalf of the Banks, possession of all originals of all negotiable documents, instruments and chattel paper currently owned or held by the Grantor (duly endorsed in blank, if requested by the Agent).

SECTION 3.1.10 Intellectual Property Collateral. With respect to any Intellectual Property Collateral the loss, impairment or infringement of which might have a material adverse effect on the financial condition, operation, assets, business or properties of the Grantor:

(a) such Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) the Grantor has: (i) in respect of the Patent Collateral which consists of "issued patents," "pending patent applications" or "patent licenses" in the countries listed in Schedule III attached hereto (the "Scheduled Patent Collateral"), (ii) in respect of the Trademark Collateral which consists of "registered trademarks," "pending trademark applications" or "trademark licenses" in the countries listed in Schedule III attached hereto (the "Scheduled Trademark Collateral"), and (iii) in respect of the Copyright

Collateral which consists of “registered copyrights/mask works,” “copyright/mask work pending applications” or “copyright/mask work licenses” in the countries listed in Schedule III attached hereto (the “Scheduled Copyright Collateral”) (the Scheduled Patent Collateral, Scheduled Trademark Collateral and Scheduled Copyright Collateral being referred to collectively as the “Scheduled Intellectual Property Collateral”), made those filings or recordations sufficient to make Grantor’s interest in such Scheduled Intellectual Property Collateral a matter of record in the respective countries indicated for each scheduled item thereof;

(c) the Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to the Scheduled Patent Collateral and, to the best of Grantor’s knowledge, is the exclusive owner of the entire and unencumbered right, title and interest in and to all other Intellectual Property Collateral; and no claim has been made that the use of any of the Intellectual Property Collateral does or may violate the asserted rights of any third party; and

(d) except to the extent that dedication, abandonment or invalidation is permitted under clauses 4.1.4(a), (b) or (c), the Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Scheduled Intellectual Property Collateral in full force and effect throughout the world, as applicable.

The Grantor owns directly or is entitled to use by license or otherwise, all patents, Trademarks, Trade Secrets, copyrights, mask works, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in, necessary for or of importance to the conduct of the Grantor’s business.

SECTION 3.1.11 Validity, etc. This Security Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.

SECTION 3.1.12 Authorization, Approval, etc. Except for those previously obtained and effective, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either

(a) for the grant by the Grantor of the security interest granted hereby or for the execution, delivery and performance of this Security Agreement by the Grantor, or

(b) for the perfection of or the exercise by the Agent, on behalf of the Banks, of its rights and remedies hereunder.

SECTION 3.1.13 Compliance with Laws. The Grantor is in compliance with the requirements of all applicable laws, rules, regulations and orders of every governmental authority, the non-compliance with which might materially adversely affect the business,

properties, assets, operations or condition (financial or otherwise) of the Grantor or the value of the Collateral or the worth of the Collateral as collateral security.

SECTION 3.1.14 Validity and Binding Effect. This Security Agreement is a legal, valid and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

ARTICLE IV.

COVENANTS

SECTION 4.1. Certain Covenants. The Grantor covenants and agrees that, so long as any portion of the Secured Obligations shall remain unpaid or the Banks shall have any outstanding Commitments or other commitment by the Banks to the Company, the Grantor will, unless the Agent, on behalf of the Majority Banks, shall otherwise consent in writing, perform the obligations set forth in this Section.

SECTION 4.1.1. As to Equipment and Inventory. The Grantor hereby agrees that it shall

(a) keep all the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places therefor specified in Section 3.1.6 or, upon 30 days' prior written notice to the Agent, at such other places in a jurisdiction where all representations and warranties set forth in Article III (including Section 3.1.11) shall be true and correct, and all action required pursuant to the first sentence of Section 4.1.7 shall have been taken with respect to the Equipment and Inventory.

(b) cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual; and forthwith, or in the case of any loss or damage to any of the Equipment, as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end; and promptly furnish to the Agent a statement respecting any loss or damage to any of the Equipment, and

(c) pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory, except to the extent the validity thereof is being contested in good faith by appropriate proceedings for which adequate reserves in accordance with GAAP have been set aside.

SECTION 4.1.2. As to Receivables.

(a) The Grantor shall keep its place(s) of business and chief executive office and the office(s) where it keeps its records concerning the Receivables and all originals of all chattel paper which evidence Receivables located at the address set forth below its name on the signature page hereof, or, upon 30 days' prior written notice to the Agent, at such other locations in a jurisdiction where all actions required by the first sentence of Section 4.1.7 shall have been taken with respect to the Receivables; not change its name except upon 30 days' prior written notice to the Agent; hold and preserve such records and chattel paper; and permit representatives of the Agent and/or the Banks at any time during normal business hours to inspect and make abstracts from such records and chattel paper.

(b) Upon written notice by the Agent to the Grantor pursuant to this Section 4.1.2(b), all proceeds of Collateral received by the Grantor shall be delivered in kind to the Agent, on behalf of the Banks, for deposit to a deposit account (the "Collateral Account") of the Grantor maintained with the Agent, and the Grantor shall not comingle any such proceeds, and shall hold separate and apart from all other property, all such proceeds in express trust for the benefit of the Agent, on behalf of the Banks, until delivery thereof is made to the Agent. The Agent will not give the notice referred to in the preceding sentence unless there shall have occurred and be continuing a Default. No funds, other than proceeds of Collateral, will be deposited in the Collateral Account.

(c) The Agent, on behalf of the Banks, shall have the right to apply any amount in the Collateral Account to the payment of any Secured Obligations which are due and payable or payable upon demand, or to the payment of any Secured Obligations at any time that an Event of Default shall exist. The Agent, on behalf of the Banks, may at any time transfer to the Grantor's general demand deposit account at the Agent any or all of the collected funds in the Collateral Account; provided, however, that any such transfer shall not be deemed to be a waiver or modification of any of the Agent's rights under this Section 4.1.2(c).

SECTION 4.1.3. As to Collateral.

(a) Until such time as a Default shall have occurred and be continuing and the Agent shall have notified the Grantor of the revocation of such power and authority, the Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease or furnish under the contracts of service any of the Inventory normally held by the Grantor for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by the Grantor for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Agent may reasonably request or, in the absence of such request, as the Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return

of goods, the sale or lease of which shall have given rise to such Collateral. The Agent, however, may, at any time after any revocation of such power and authority or the maturity of any of the Secured Obligations, notify any parties obligated on any of the Collateral to make payment to the Agent, on behalf of the Banks, of any amounts due or to become due thereunder and enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Agent after a Default shall have occurred and be continuing, the Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to the Agent, on behalf of the Banks, of any amounts due or to become due thereunder.

(b) The Agent is authorized to endorse, in the name of the Grantor, any item, howsoever received by the Agent, representing any payment on or other proceeds of any of the Collateral.

SECTION 4.1.4. As to Intellectual Property Collateral.

(a) The Grantor shall not, unless the Grantor shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Scheduled Patent Collateral is of negligible economic value to the Grantor, or (ii) have a valid business purpose to do otherwise, do any act, or omit to do any act, whereby any of the Scheduled Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable.

(b) The Grantor shall not, and the Grantor shall not permit any of its licensees to, unless the Grantor shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Scheduled Trademark Collateral is of negligible economic value to the Grantor, or (ii) have a valid business purpose to do otherwise,

(A) fail to continue to use any of the Scheduled Trademark Collateral in order to maintain all of the Scheduled Trademark Collateral in full force free from any claim of abandonment for non-use;

(B) fail to maintain a uniform level of quality of products and services offered under all of the Scheduled Trademark Collateral if such failure would jeopardize the validity of any such Scheduled Trademark Collateral; and,

(C) except as expressly permitted in this Security Agreement, do or permit any act or knowingly omit to do any act whereby any of the Scheduled Trademark Collateral may lapse or become invalid or unenforceable.

(c) The Grantor shall not, unless the Grantor shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the

Agent) that any of the Scheduled Copyright Collateral is of negligible economic value to the Grantor, or (ii) have a valid business purpose to do otherwise, do or permit any act or knowingly omit to do any act whereby any of the Scheduled Copyright Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof.

(d) The Grantor shall notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Scheduled Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Scheduled Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same.

(e) In no event shall the Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Agent, and upon request of the Agent, executes and delivers any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's, on behalf of the Banks, security interest in such Intellectual Property Collateral and the goodwill and General Intangibles of the Grantor relating thereto or represented thereby.

(f) The Grantor shall take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Scheduled Intellectual Property Collateral, including the filing of application for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clauses (a), (b) and (c)).

(g) The Grantor shall contemporaneously herewith execute and deliver to the Agent any document required to acknowledge or register or perfect the Agent's interest in any part of the Intellectual Property Collateral.

SECTION 4.1.5. Insurance. The Grantor will maintain or cause to be maintained with responsible insurance companies insurance with respect to the Equipment and Inventory against such casualties and contingencies and of such types and in such amounts as is customary in the case of similar businesses and will, upon the request of the Agent, furnish a certificate of a reputable insurance broker setting forth the nature and extent of all insurance maintained by the

Grantor in accordance with this Section. Without limiting the foregoing, the Grantor further agrees as follows:

(a) Each policy for property insurance shall show the Agent, on behalf of the Banks, as loss payee.

(b) Each policy for liability insurance shall show the Agent, on behalf of the Banks, as an additional insured.

(c) Each insurance policy shall provide that at least 30 days' prior written notice of cancellation or of lapse shall be given to the Agent, on behalf of the Banks, by the insured.

(d) The Grantor shall, if so requested by the Agent, deliver to the Agent a copy of each insurance policy.

(e) After a Default shall have occurred and be continuing, all payments in respect of property insurance shall be deposited to the Collateral Account and if there shall be no Collateral Account shall be paid to the Agent, on behalf of the Banks, for application to the Secured Obligations.

SECTION 4.1.6. Transfers and Other Liens. The Grantor shall not:

(a) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral, except Inventory in the ordinary course of business or as permitted by the Credit Agreement; or

(b) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Collateral to secure Indebtedness of any Person or entity, except for the security interest created by this Security Agreement and any Liens expressly contemplated in the Credit Agreement.

SECTION 4.1.7. Further Assurances, etc. The Grantor agrees that, from time to time at its own expense, the Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Agent may request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Agent, on behalf of the Banks, to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Grantor will:

(a) upon a Default which is continuing, mark conspicuously each document included in the Inventory, each chattel paper included in the Receivables and each Related Contract and, at the request of the Agent, each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Agent, indicating that

such document, chattel paper, Related Contract or Collateral is subject to the security interest granted hereby;

(b) upon a Default which is continuing, if any Receivable shall be evidenced by a promissory note or other instrument, negotiable document or chattel paper, deliver and pledge to the Agent, on behalf of the Banks, hereunder such promissory note, instrument, negotiable document or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent;

(c) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices (including, without limitation, any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or desirable, or as the Agent may request, in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Agent hereby; and

(d) furnish to the Agent, from time to time at the Agent's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, the Grantor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of the Grantor where permitted by law. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

ARTICLE V.

THE AGENT

SECTION 5.1. Agent Appointed Attorney-in-Fact. The Grantor hereby irrevocably appoints the Agent the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Security Agreement, including, without limitation:

(a) after an Event of Default has occurred and is continuing, to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) after an Event of Default has occurred and is continuing, to file any claims or take any action or institute any proceedings which the Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Agent with respect to any of the Collateral; and

(d) to perform the affirmative obligations of the Grantor hereunder (including all obligations of the Grantor pursuant to Section 4.1.7).

The Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

SECTION 5.2. Agent May Perform. If the Grantor fails to perform any agreement contained herein, the Agent may itself perform, or cause performance of, such agreement, and the expenses of the Agent incurred in connection therewith shall be payable by the Grantor pursuant to Section 6.2.

SECTION 5.3. Agent Has No Duty. In addition to, and not in limitation of, Section 2.4, the powers conferred on the Agent hereunder are solely to protect its interest (on behalf of the Banks) in the Collateral and shall not impose any duty on it to exercise any such powers. Except for the reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 5.4. Reasonable Care. The Agent is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided, however, the Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral, if it takes such action for that purpose as the Grantor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default, but failure of the Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

ARTICLE VI.

REMEDIES

SECTION 6.1. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Agent, on behalf of the Banks, may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise

available to it, all the rights and remedies of a secured party on default under the U.C.C. (whether or not the U.C.C. applies to the affected Collateral) and also may (i) require the Grantor to, and the Grantor hereby agrees that it will, at its expense and upon request of the Agent forthwith, assemble all or part of the Collateral as directed by the Agent and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' prior notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 6.2) in whole or in part by the Agent against, all or any part of the Secured Obligations in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 6.2. Indemnity and Expenses.

(a) The Grantor agrees to indemnify the Agent and each of the Banks from and against any and all claims, losses and liabilities arising out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Agent's or such Bank's gross negligence or willful misconduct.

(b) The Grantor will upon demand pay to the Agent and the Banks the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

ARTICLE VII.

MISCELLANEOUS PROVISIONS

SECTION 7.1. Loan Document. This Security Agreement is executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7.2. Amendments; etc. No amendment to or waiver of any provision of this Security Agreement nor consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Agent, on behalf of the Banks, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.3. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier communication) and, if to the Grantor, mailed or telecopied or delivered to it, addressed to it at the address set forth below its signature hereto, if to the Agent, mailed or telecopied or delivered to it, addressed to it at the address of the Agent set forth below its signature hereto, or as to either party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed or telecopied, respectively, be effective when deposited in the mails or received, respectively, addressed as aforesaid.

SECTION 7.4. Section Captions. Section captions used in this Security Agreement are for convenience of reference only, and shall not affect the construction of this Security Agreement.

SECTION 7.5. Severability. Wherever possible each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

SECTION 7.6. Governing Law. Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF ILLINOIS. THIS SECURITY AGREEMENT CONSTITUTES THE ENTIRE UNDERSTANDING AMONG THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR AGREEMENTS, WRITTEN OR ORAL, WITH RESPECT THERETO.

SECTION 7.7. Waiver of Jury Trial. THE GRANTOR, AGENT AND THE BANKS HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 7.8. Consent to Jurisdiction. THE GRANTOR HEREBY ABSOLUTELY AND IRREVOCABLY CONSENTS AND SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS OR THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS IN CONNECTION WITH ANY SUITS, ACTIONS OR PROCEEDINGS BROUGHT AGAINST THE GRANTOR BY AGENT ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT AND IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. THE GRANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT IN SUCH SUIT, ACTION OR PROCEEDING, IN EACH CASE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (A) THE GRANTOR IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF ANY SUCH COURT; (B) THE GRANTOR IS IMMUNE FROM SUIT OR ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION OR OTHERWISE) WITH RESPECT TO IT OR ITS PROPERTY; (C) ANY SUCH SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM; (D) THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IS IMPROPER; OR (E) THIS SECURITY AGREEMENT MAY NOT BE ENFORCED IN OR BY ANY SUCH COURT. NOTHING CONTAINED HEREIN SHALL AFFECT ANY RIGHT THAT THE AGENT MAY HAVE TO BRING ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

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

OEA AEROSPACE, INC.

By: 

Title: AGENT

Address: P.O. Box KK
ET Road and Hwy. 12
Fairfield, California 94533

Attention: JOHN E. BANKO

Telex: _____

Telecopier: (707) 422-3242
* (303) 693-0385

SCHEDULE I
to
Security Agreement

Item A. Location of Equipment

Description

Location

- | | | |
|----|-----------|---|
| 1. | Equipment | 3530 Branscombe Road
Fairfield, California 94533 |
|----|-----------|---|

Item B. Location of Inventory

Description

Location

- | | | |
|----|-----------|---|
| 1. | Equipment | 3530 Branscombe Road
Fairfield, California 94533 |
|----|-----------|---|

Item C. Location of Lock Boxes

Bank Name and Address

Account Number

Contact
Person

- | | | | |
|----|---|---------------|------------------|
| 1. | Cashflex
Wholesale Lockbox System SF
Dept. 7900
El Monte, California 91735 | Lockbox 44139 | Customer Service |
|----|---|---------------|------------------|

SCHEDULE II
to
Security Agreement

Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
USA	5,540,154	30 July 1996	Wilcox, Drake	Non-Pyrolizing Linear Ignition Fuse

Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
----------------	-------------------	--------------------	--------------------	--------------

Patent Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
----------------	-------------------	---------------------------------	--------------------	--------------

Item B. Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
---------------------------------	-----------------	-----------------	---------------------------	----------------------------	---------------------------

SCHEDULE III
to
Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	ITLX	1,190,626	February 23, 1982
	TLX	1,124,903	September 11, 1979
	ET and Design	999,619	December 17, 1974
	X-CORD	771,692	June 23, 1964
	JETCORD	753,164	July 23, 1963
	JET-AXE	888,912	April 7, 1970
	A AEROTEST OPERATIONS O and Design	953,274	February 13, 1973
	AEROTEST OPERATIONS	953,273	February 13, 1973

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
----------------	------------------	-------------------	---------------------------------	-------------------------------

Item B. Trademark Licenses

<u>Country or</u> <u>Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>
---------------------------------------	------------------	-----------------	-----------------	---------------------------------	----------------------------------

SCHEDULE IV
to
Security Agreement

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
----------------	-------------------------	--------------------------	------------------	--------------

None

Copyright/Mask Work Pending Registration Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
----------------	-------------------	--------------------	--------------------	--------------

None

Copyright/Mask Work Registration Applications in Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
----------------	-------------------	---------------------------------	------------------	--------------

Item B. Copyright/Mask Work Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
---------------------------------	-----------------	-----------------	---------------------------	----------------------------	---------------------------

MODULE V
to
Security Agreement

Trade or Know Licenses

Country
Terri

Licens

Effe

Expir

Subjec
Ma

A Market C Aerospace

10/28/97

2/31/07

A Market C Aerospace

11/29/95

2/31/05