

03-29-1999



Tab settings

To the Honorable Commissioner of Patents

100995105

Attached original documents or copy thereof.

1. Name of conveying party(ies):
Aeroflex International Inc.

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

Name: **Fleet Bank, N.A., as Administrator**

Internal Address:

Street Address: **300 Broad Hollow Road**

City: **Melville** State: **NY** ZIP: **11747**

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: **February 25, 1999**

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)

4,783,038 5,149,066 5,169,110

Additional numbers attached? Yes No

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

Name: **Karl M. Zielaznicki, Esq.**

Internal Address: **Parker Chapin Flattau & Klimpl, LLP**

03/26/1999 JSHABAZZ 00000048 4783038

01 FC:581 120.00 OP

Street Address: **1211 Avenue of the Americas**

City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and patents involved: **3**

7. Total fee (37 CFR 3.41):.....\$ **120.00**

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

Authorized to be charged to deposit account

8. Deposit account number:

500-672

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.

Karl M. Zielaznicki, Esq.

March/6, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **7**

3-22-99

PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of February 25, 1999 (as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein, this "Agreement"), is by and between **Aeroflex International Inc.**, a Delaware corporation currently having an address at 35 South Service Road, Plainview, New York 11803 (the "Borrower") and **Fleet Bank, N.A.**, as Administrator (the "Administrator").

WITNESSETH:

The Borrower entered into a Fourth Amended and Restated Loan and Security Agreement dated as of February 25, 1999 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Loan Agreement"), with **The Chase Manhattan Bank**, a New York State banking corporation currently having an address at 7600 Jericho Turnpike, Suite 306, Woodbury, New York 11797 ("Chase"), **Fleet Bank, N.A.**, as successor to (by merger with) NatWest Bank, N.A. (f/k/a National Westminster Bank USA), a national banking association currently having an address at 300 Broad Hollow Road, Melville, New York 11747 ("Fleet") (Chase, Fleet and their respective successors and assigns are collectively referred to herein as the "Banks"), and the Administrator, pursuant to which, in order to secure all of its obligations thereunder, the Borrower pledged, assigned, conveyed, transferred and delivered to the Administrator (for the benefit of all of the Banks) and granted to the Administrator (for the benefit of all of the Banks) a continuing security interest in and to (among other things), any and all of the Borrower's present and future Patents (as hereinafter defined) as security for the full and timely payment and satisfaction of the Obligations (as defined in the Loan Agreement) as and when due.

The Borrower and the Administrator have entered into this Agreement in order to confirm the security interests granted in such collateral, and to permit the recordation of this Agreement and those security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the Borrower), the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Administrator (for the benefit of all of the Banks), and grants to the Administrator (for the benefit of all of the Banks) a continuing security interest in and to, any and all of the patents, patent licenses, patent applications and patent registrations of the Borrower listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all reissues, divisions, continuations, reexaminations, renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Borrower related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as the "Patents"). However, the Administrator has not assumed any of the obligations or other liabilities of the Borrower under or respecting the Patents, which remain the sole obligation of the Borrower.

The Borrower hereby authorizes the Administrator to modify this Agreement (without the signature of the Borrower) by amending Schedule A hereto to include any and all future patents, patent licenses, patent applications and patent registrations, which are included as "Patents" above and as "Collateral" under (and as defined in) the Loan Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement and the other relevant Loan Instruments (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, and the Administrator shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Administrator's rights, powers, privileges and remedies with respect to the Patents, whether established by this

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PATENT
REEL: 9833 FRAME: 0546

Agreement, the Loan Agreement, any other Loan Instrument or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Administrator may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement and other Loan Instruments; and may be terminated, modified, amended or restated only in a document executed by all of the parties hereto (except for amendments signed only by the Administrator as provided above).

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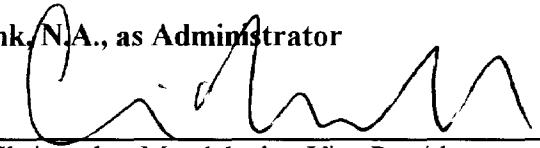
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REEL: 9833 FRAME: 0547

In Witness Whereof, the parties hereto have executed and delivered this Agreement as of the date first written above.

Aeroflex International Inc.

By: 
Charles T. Badlato, Assistant Secretary

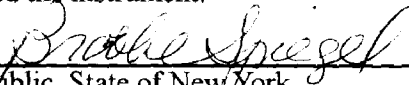
Fleet Bank, N.A., as Administrator

By: 
Christopher Mendelsohn, Vice President

Doc. No. 422937

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On the 18th day of February in the year 1999, before me, the undersigned, personally appeared **Charles T. Badlato**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity (i.e., as **Assistant Secretary**), and that by his signature on the instrument, the person upon behalf of which the individual acted (i.e., **Aeroflex International Inc.**) executed the instrument.

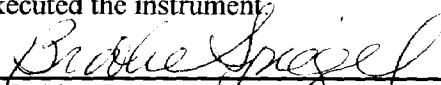


Notary Public, State of New York
My Commission Expires:

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

Commission Expires: 99

On the 18th day of February in the year 1999, before me, the undersigned, personally appeared **Christopher Mendelsohn**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity (i.e., as a **Vice President**), and that by his signature on the instrument, the person upon behalf of which the individual acted (i.e., **Fleet Bank, N.A., as Administrator**) executed the instrument.



Notary Public, State of New York
My Commission Expires:

BROOKE SPIEGEL
Notary Public, State of New York
No. 07-482624
Qualified in New York State
Last Commission Expires: 02/18/00 99

AEROFLEX INTERNATIONAL INC.
(A/K/A AEROFLEX INTERNATIONAL INCORPORATED)

SCHEDULE A

U.S. PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
Force-Damping Energy-Removing Isolator	5,169,110	12/08/92
Isolator with Improved Symmetrical Response to Shock and Vibration Forces	5,149,066	09/22/92
Isolator Apparatus	4,783,038	11/08/88

FOREIGN PATENTS

<u>DESCRIPTION</u>	<u>PATENT NO.</u>	<u>COUNTRY</u>
Isolator Apparatus	87 16286 77 22 394	France
Isolator Apparatus	P 37 37 934.8-09 27 33 287	Germany
Isolator Apparatus	2206667 1,582,785	Great Britain

Doc. No. 429491

RECORDED: 03/22/1999

PATENT
REEL: 9833 FRAME: 0550