



04-08-1999



101005418

RECORDATION FORM COVER SHEET  
PATENTS ONLY

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

Second Party

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1)  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.)  
Name (line 2)   
Address (line 1)   
Address (line 2)   
Address (line 3)    City State/Country Zip Code

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)

FOR OFFICE USE ONLY

04/07/1999 DNGUYEN 00000222 4490774

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760.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT  
REEL: 9857 FRAME: 0647

**Correspondent Name and Address**

Area Code and Telephone Number

412/594-5576

Name STEPHANIE PARROCCINI, LEGAL ASSISTANT

Address (line 1) TUCKER ARENSBERG, P.C.

Address (line 2) 1500 ONE PPG PLACE

Address (line 3)

Address (line 4) PITTSBURGH, PA 15222

**Pages**

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

# 12

**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)**


4490774	4499520
4513349	4515931
4533710	4584628

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.

# 19

**Fee Amount**

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

760.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

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

Deposit Account Number:

#

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.



Name of Person Signing

Carl H. Settlemyer, II

Signature

3/29/99

Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

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

**Receiving Party(ies)**

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)		<input type="checkbox"/> 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.)		
Name (line 2)				
Address (line 1)				
Address (line 2)				
Address (line 3)	City	State/Country	Zip Code	<input type="checkbox"/> 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.)
Name (line 1)				
Name (line 2)				
Address (line 1)				
Address (line 2)				<input type="checkbox"/> 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.)
Address (line 3)	City	State/Country	Zip Code	

**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)**

			4586111	4613518	4618911
			4647818	4682565	4696719
			4722515	4954371	5018048
			4842893	5032461	5097800
			5125138		

**PATENT, TRADEMARK AND COPYRIGHT  
ASSIGNMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT (the Patent, Trademark and Copyright Assignment together with all extensions, renewals, amendments, substitutions and replacements hereto and hereof referred to as the "**Assignment**") is dated as of March 25, 1999 and effective March 26, 1999, and is made and entered into by and between Spectrum Control, Inc., a Delaware corporation (the "**Assignor**"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (as defined in the Credit Agreement) and the L/C Issuer (as defined in the Credit Agreement) (in such capacity, as defined in the Credit Agreement, the "**Agent**" and referred to herein as the "**Assignee**") pursuant to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to a certain Credit Agreement dated March 26, 1999 and entered into by and among the Borrowers (as defined in the Credit Agreement), the Lenders which are or which become parties thereto, the L/C Issuer and the Assignee (together with all amendments, extensions, renewals, substitutions and replacements thereto and thereof referred to as the "**Credit Agreement**") the Borrowers have requested and the Lenders and the L/C Issuer have agreed to make available to the Borrowers (i) a Revolving Credit Commitment in an aggregate principal amount not to exceed \$6,000,000, (ii) a Term Loan in a principal amount not to exceed \$20,000,000 and (iii) Letters of Credit in a principal amount not to exceed \$3,000,000 at any one time outstanding and provided that at no time will Total Utilization exceed \$6,000,000 (the Revolving Credit Commitment, Term Loan and Letters of Credit, as they may be amended, extended, renewed, or increased from time to time, are collectively referred to herein as the "**Credit Facility**" and the Revolving Credit Notes and Term Notes issued pursuant thereto (together with all amendments, extensions, renewals, substitutions and replacements thereto and thereof are collectively referred to herein as the "**Notes**")); and

WHEREAS, to secure the prompt payment in full to the Lenders and the L/C Issuer of the Obligations (as defined in the Credit Agreement), the Assignor has agreed to execute and deliver to the Assignee, for and on behalf of the Lenders and the L/C Issuer, this Assignment.

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, and for the purpose of securing:

(i) the performance of all of the terms and provisions contained in the Notes, including, but not limited to, the payment of the aggregate unpaid principal balance of the Notes (including all advances heretofore and hereafter made and evidenced by the Notes)

and interest thereon to the Lenders and the L/C Issuer, their respective successors and assigns, according to the provisions and conditions of the Notes, as they may be amended, extended or renewed from time to time, and in discharge thereof;

(ii) the performance by the Assignor of all of the terms and provisions contained in the Credit Agreement, this Assignment and all of the other Loan Documents to which it is a party, as they may be amended, modified or supplemented from time to time, the terms and provisions of all of such documents being specifically incorporated herein by reference as though set forth herein; and

(iii) the Assignor's payment of any and all of the Obligations owed by it to the Lenders, L/C Issuer or Assignee, whether now or hereafter existing or incurred and whether direct or indirect as guarantor, by virtue of any assignment, pledge or other transfer or disposition to any of them of Indebtedness and other obligations of the Assignor to one or more third parties, or otherwise,

the Assignor hereby agrees as follows:

**1. Security Interest in Patents, Trademarks and Licenses.** The Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, creates and grants a security interest in, transfers, and conveys to the Assignee, and its successors and assigns for and on behalf of the Lenders and the L/C Issuer, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law or by the Licenses referred to herein, all of the Assignor's right, title and interest in and to all of its respective existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 1(i), are sometimes hereinafter referred to individually as a "**Patent**" and collectively as the "**Patents**");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof and therefor, together with the items described in clauses (a) through (d) of this subsection 1(ii), are sometimes hereinafter referred individually as a "**Trademark**" and collectively as the "**Trademarks**");

(iii) copyrights, copyright registrations and copyright applications, including, without limitation, the copyrights and applications and registrations thereof and therefore listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof and therefor, together with the items described in clauses (a) through (d) of this subsection 1(iii), are sometimes hereinafter referred individually as a "**Copyright**" and collectively as the "**Copyrights**");

(iv) all license agreements with respect to any of the Patents, Trademarks or Copyrights, or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Assignor and any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Assignor's rights thereunder are referred to collectively as the "**Licenses**"); and

(v) the goodwill of the Assignor's business connected with and symbolized by the Trademarks.

All of the Patents, Trademarks, Copyrights and Licenses described in items (i) through (iv) above are hereinafter referred to collectively as the "**Intellectual Property**".

**2. Representations and Warranties.** The Assignor warrants and represents to the Lenders and the L/C Issuer that:

(i) Except for Intellectual Property no longer used by the Assignor in its business (A) no Intellectual Property has been adjudged invalid or unenforceable or has been cancelled, in whole or in part, and (B) all Intellectual Property is presently subsisting;

(ii) To the best of the Assignor's knowledge, all of the Intellectual Property is valid and enforceable;

(iii) Except as described in the Licenses, the Assignor is the sole and exclusive owner of the entire and unencumbered rights, titles and interests in and to all of the Intellectual Property, free and clear of any Liens, including without limitation licenses, shop rights and covenants by the Assignor not to sue third persons;

(iv) Except for Intellectual Property no longer used by the Assignor in its business, the Assignor has adopted, used and are currently using all of the Intellectual Property;

(v) The Assignor has no notice of any suits or actions commenced or threatened with reference to any of the Intellectual Property;

(vi) The execution and delivery of this Assignment by the Assignor, and the performance by the Assignor of its obligations hereunder, will not conflict with the terms of, or cause a default under, any License, any contract or agreement to which the Assignor is a party

or by which it is bound, or any Governmental Rule to which the Assignor, its business or properties, is subject;

(vii) All of the Intellectual Property is owned, used or licensed by the Assignor and not by any Subsidiary; and

(viii) The execution, delivery and performance by the Assignor of this Assignment have been authorized by all necessary action of the Assignor.

**3. Restrictions on Future Agreements.** The Assignor agrees that until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, the Assignor shall not sell or assign its interest in, or grant any additional Licenses under, any of the Intellectual Property or enter into any other agreement with respect to any of the Intellectual Property which is inconsistent with the Assignor's obligations under this Assignment, without the prior written consent of the Assignee, and the Assignor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Assignee for and on behalf of the Lenders and the L/C Issuer under this Assignment.

**4. New Patents, Trademarks and Licenses.** The Assignor represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the Intellectual Property now owned by the Assignor. If before the Obligations shall have been satisfied in full or before the Loan Documents have been terminated, the Assignor shall (i) become aware of any existing Intellectual Property of which the Assignor has not previously informed the Assignee, (ii) obtains rights to any new patentable inventions or other Intellectual Property, or (iii) becomes entitled to the benefit of any Intellectual Property or any improvement on any Patent, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give to the Assignee prompt written notice thereof. The Assignor hereby authorizes the Assignee to modify this Assignment from time to time by amending Schedule 1 to include any such new or future Intellectual Property.

**5. Royalties; Terms.** The term of this Assignment shall extend until the earlier of (i) the expiration of each of the respective items of Intellectual Property assigned hereunder and (ii) the Obligations have been paid in full and the Credit Agreement has been terminated. Upon the occurrence of an Event of Default, the Assignor agrees that the use by the Assignee of all Intellectual Property shall be worldwide and without any liability for royalties or other related charges from the Assignee to the Assignor.

**6. Events of Default.** From and after the occurrence of and during the continuance of an Event of Default, the Assignee shall have, in addition to all other rights and remedies given it by this Assignment and the other Loan Documents, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Intellectual Property may be located or governed.

**7. Assignee's Right to Inspect.** Upon five (5) days' notice to the Assignor, the Assignee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations and the termination of the Loan Documents, to inspect the Assignor's premises and to examine the Assignor's books, records and operations,

including, without limitation, the Assignor's quality control processes. The Assignor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide the Assignee, upon the Assignee's request from time to time, with a certificate of an Authorized Officer certifying the Assignor's compliance with the foregoing. Upon the occurrence of and during the continuance of an Event of Default, the Assignor agrees that the Assignee, or a conservator appointed by the Assignee, shall have the right to establish such additional product quality controls as the Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by the Assignor under the Trademarks.

**8. Release of Assignment.** This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and the termination of the Credit Agreement, the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in the Assignor full title to the Intellectual Property, subject to any disposition thereof which may have been made by the Assignee pursuant hereto and pursuant to the Credit Agreement or the other Loan Documents.

**9. Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by the Assignor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses, incurred by the Assignee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise in protecting, maintaining or preserving the Intellectual Property or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by the Assignor on demand by the Assignee and until so paid shall bear interest at an applicable rate as provided in the Credit Agreement, shall become part of the Obligations secured hereby and, if not paid upon demand, shall bear interest at the Default Rate until paid.

**10. Duties of Assignor.** The Assignor shall have the duty (i) to prosecute in a commercially reasonable manner any patent, trademark, copyright or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated, (ii) to make application on unpatented but patentable inventions and on trademarks, copyrights and service marks, as appropriate, and to the extent commercially reasonable, (ii) to preserve and maintain all rights in the Intellectual Property, and (iv) to ensure that the Intellectual Property is and remains enforceable. Any expenses incurred in connection with the Assignor's obligations under this Section 10 shall be borne by the Assignor and shall become part of the Obligations secured hereby. The Assignor shall not abandon any right to file a patent, trademark, copyright or service mark application, or abandon any pending patent application, or any other Intellectual Property without the consent of the Assignee.

**11. Assignee's Right to Sue.** After the occurrence of and during the continuance of an Event of Default, the Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property and, if the Assignee shall commence any such suit, the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all



reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section 11, which shall become part of the Obligations secured hereby.

**12. Power of Attorney; Effect on Loan Documents.** The Assignor hereby makes, constitutes and appoints the Assignee and any of its officers, directors, employees and authorized agents as the Assignee may select, in its sole discretion, the true and lawful agent and attorney-in-fact of the Assignor, with full power of substitution, to (i) endorse the Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as the Assignee deems to be in the best interest of the Lenders and the L/C Issuer, or (iii) grant or issue any exclusive or non-exclusive license under the Intellectual Property to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property to anyone. The Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney granted under this Section 12 shall be irrevocable until the Obligations shall have been paid in full and the Credit Agreement has been terminated, and shall be deemed to be coupled with an interest. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment and the other Loan Documents, all rights and remedies allowed by law and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located.

**13. Defeasance.** Upon the full discharge and satisfaction of the Obligations and the termination of the Credit Agreement, all rights herein assigned to the Assignee shall terminate, and all estate, right, title and interest of the Assignee in and to each and every one of the items of Intellectual Property shall revert to the Assignor. The Assignee shall file all requisite termination statements and do all such other acts as are reasonably required of it to evidence the termination of the security interest granted hereby.

**14. Further Assurances.** The Assignor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Assignee shall reasonably request from time to time in order to carry out the purpose of this Assignment and the agreements set forth herein.

**15. Defined Terms.** All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Credit Agreement shall have the same meanings herein as are given them in the Credit Agreement.

**16. Assignee's Ability to Deal With Security.** The Assignee may have or in the future may hold other security and/or guaranties to secure all or any part of the Obligations but it is specifically understood and agreed by the Assignee that neither the execution and delivery of this Assignment nor the holding of any other security and/or guaranty shall at any time or in any respect operate to prevent or hinder the Assignee from resorting first to such other security and/or guaranty or first to any of the Intellectual Property or first from time to time to both. In addition, the Assignee may from time to time as it sees fit, in its sole and uncontrolled discretion, resort to all or any part of the Intellectual Property, without resorting to all or any other security and/or guaranty securing the Obligations, or to all or any part of any other security and/or guaranty securing the Obligations without resorting to all or any part of the

Intellectual Property, and such action on the Assignee's part shall not in any respect be considered as a waiver of any of the benefits or rights of the Assignee relating to the Intellectual Property or such other security and/or guaranties.

**17. Amendments and Waivers.** The Assignee and the Assignor may from time to time enter into amendments, extensions, supplements and replacements to and of this Assignment, and the Assignee may from time to time waive compliance with a provision hereof. No amendment, extension, supplement, replacement or waiver shall be effective unless it is in writing and is signed by the Assignee and the Assignor. All waivers shall be effective only for the specific instance and for the specific purpose for which it is given.

**18. Exercise of Remedies; Remedies Cumulative.** No delay on the part of the Assignee or failure of the Assignee to exercise any power, right or remedy under this Assignment and any other Loan Document shall operate as a waiver hereof, nor shall any single or partial exercise of any power, right or remedy or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude other or further exercises thereof, or the exercise of any other power, right or remedy. The rights and remedies in this Assignment are cumulative and not exclusive of any rights or remedies (including, without limitation, the right of specific performance) which the Assignee would otherwise have.

**19. Taxes.** The Assignor shall pay any and all stamp, document, transfer or recording taxes, filing fees and similar impositions payable or hereafter determined by the Assignee to be payable in connection with this Assignment and any other documents, instruments and transactions pursuant to or in connection with any of the Loan Documents. The Assignor agrees to save the Assignee harmless from and against any and all present and future claims or liabilities with respect to, or resulting from, any delay in paying or failure to pay any such taxes or similar impositions. The obligations of the Assignor pursuant to this Section 19 shall survive the termination of this Assignment and the repayment of the Obligations.

**20. Expenses.** The Assignor shall pay to the Assignee on demand all reasonable expenses incurred by the Assignee from time to time, including but not limited to reasonable attorneys' fees and expenses, incurred in protecting the Intellectual Property and the Assignee's rights therein and in enforcing the rights and remedies of the Assignee hereunder, together with interest thereon calculated at the Default Rate if any such amount is not paid upon demand. The obligations of the Assignor pursuant to this Section 20 shall survive the termination of this Assignment and the repayment of the Obligations, and shall be part of the Obligations secured hereby.

**21. Notices.** All notices required to be delivered pursuant to this Assignment shall be in writing and shall be delivered in accordance with, and to the addresses set forth in, and shall become effective in accordance with, Section 10.04 of the Credit Agreement.

**22. Successors and Assigns.** This Assignment shall be binding upon the Assignor and the Assignee and their respective successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns; provided, however, that the Assignor shall not assign its rights or duties hereunder or under any of the other Loan Documents without the prior written consent of the Assignee.

**23. Severability.** Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of

such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**24. Survival.** All representations, warranties, covenants and agreements of the Assignor contained herein or in the other Loan Documents or made in writing in connection herewith shall survive the issuance of the Notes and shall continue in full force and effect so long as the Assignor may borrow under the Credit Agreement and so long thereafter until payment in full of the Notes and the Obligations is made.

**25. GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

**26. FORUM.** THE PARTIES HERETO AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY BE COMMENCED IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA OR IN THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND THE PARTIES HERETO AGREE THAT A SUMMONS AND COMPLAINT COMMENCING AN ACTION OR PROCEEDING IN EITHER OF SUCH COURTS SHALL BE PROPERLY SERVED AND SHALL CONFER PERSONAL JURISDICTION IF SERVED PERSONALLY OR BY CERTIFIED MAIL TO THE PARTIES AT THEIR ADDRESSES DESCRIBED IN SECTION 21, OR AS OTHERWISE PROVIDED UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. FURTHER, THE ASSIGNOR HEREBY SPECIFICALLY CONSENTS TO THE PERSONAL JURISDICTION OF THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA AND THE DISTRICT COURT OF THE UNITED STATES FOR THE WESTERN DISTRICT OF PENNSYLVANIA AND WAIVES AND HEREBY ACKNOWLEDGES THAT IT IS ESTOPPED FROM RAISING ANY OBJECTION BASED ON FORUM NON CONVENIENS, ANY CLAIM THAT EITHER SUCH COURT LACKS PROPER VENUE OR ANY CLAIM THAT EITHER SUCH COURT LACKS PERSONAL JURISDICTION OVER THE ASSIGNOR SO AS TO PROHIBIT EITHER SUCH COURT FROM ADJUDICATING ANY ISSUES RAISED IN A COMPLAINT FILED WITH EITHER SUCH COURT AGAINST THE ASSIGNOR BY THE ASSIGNEE CONCERNING THIS ASSIGNMENT OR PAYMENT TO THE ASSIGNEE. THE ASSIGNOR HEREBY ACKNOWLEDGES AND AGREES THAT THE CHOICE OF FORUM CONTAINED IN THIS SECTION 26 SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT OF ANY JUDGMENT OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THE LOAN DOCUMENTS TO ENFORCE THE SAME IN ANY APPROPRIATE JURISDICTION.

**27. Construction.** In this Assignment (except as otherwise expressly provided or unless the context otherwise requires), (i) the singular shall include the plural, and vice-versa, (ii) the masculine and feminine genders shall include the neuter gender, and vice-versa, (iii) the words "hereof", "herein" and "hereunder" and words of similar import shall refer to this Assignment as a whole and not to any particular provision of this Assignment and (iv) all references to particular Sections, items, clauses, exhibits and schedules are references to the Sections, items, clauses, exhibits and schedules of and to this Assignment.

**28.           Integration.** This Assignment is the entire agreement between the parties relating to this security transaction and it supersedes all prior understandings and agreements, whether written or oral, between the parties hereto relating to the transactions provided for herein.

**29.           Headings.** Section headings used in this Assignment are intended for convenience only and shall not affect the meaning or construction of this Assignment.

**30.           Counterparts.** This Assignment and any amendment hereto may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Assignment or any amendment hereto, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

**31.           WAIVER OF JURY TRIAL.** IN ORDER TO EXPEDITE THE RESOLUTION OF ANY DISPUTES WHICH MAY ARISE UNDER THIS ASSIGNMENT, AND IN LIGHT OF THE COMPLEXITY OF THE TRANSACTIONS CONTEMPLATED UNDER THIS ASSIGNMENT, THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT TO WHICH THEY MAY BE PARTIES, WHETHER ARISING OUT OF, UNDER, OR BY REASON OF THIS ASSIGNMENT OR ANY OTHER TRANSACTION BETWEEN THEM OF ANY KIND OR NATURE, AND ALL PARTIES ACKNOWLEDGE THAT SUCH WAIVER HAS BEEN SPECIFICALLY NEGOTIATED AS PART OF THIS ASSIGNMENT.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto, with the intent to be legally bound hereby, have caused this PATENT, TRADEMARK AND COPYRIGHT ASSIGNMENT to be duly executed by their respective duly authorized officers or partners as of the date first written above.

SPECTRUM CONTROL, INC., a Delaware corporation

By: John P. Freeman (SEAL)  
Name: John P. Freeman  
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as  
Agent

By: James F. Stevenson (SEAL)  
Name: James F. Stevenson  
Title: Vice President


BF101763.4  
0011-20858

# ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ERIE )

On this, the 25 day of March, 1999, before me, a Notary Public, personally appeared John P. Freeman, who acknowledged himself to be the Vice President of Spectrum Control, Inc., a Delaware corporation, the Assignor, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein stated, by signing the name of such corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public

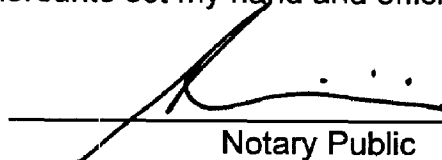
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ERIE )

Notary Public  
Stephanie A. Thompson, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires 03/31/2001  
Notary Public for the State of Pennsylvania

On this the 25 day of March, 1999, before me, a Notary Public, personally appeared James F. Stevenson, who acknowledged himself to be a Vice President of PNC BANK, NATIONAL ASSOCIATION, and that he as such Vice President, being authorized to do so, executed the foregoing Patent, Trademark and Copyright Assignment for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

BF101763.4  
0011-20858

Notary Public  
Stephanie A. Thompson, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires 03/31/2001  
Notary Public for the State of Pennsylvania

**SCHEDULE 1**

<b>PATENTS</b>		
<b>U.S. PATENT NO.</b>	<b>DESCRIPTION</b>	<b>DATE ISSUED</b>
4490774	Polyfunctional polymers	12/25/84
4499520	Polyfunctional polymers	2/12/85
4513349	Mixed ester monomers	4/23/85
4515931	Acrylate monomers	5/7/85
4533710	Alkanediol monomers	8/6/85
4584628	Miniature capacitor	4/22/86
4586111	Polyacrylate polymer	4/29/86
4613518	Edge termination	9/23/86
4618911	End termination	10/21/86
4647818	Nonthermionic hollow anode gas discharge electron beam source	3/3/87
4682565	Vapor nozzle with gas barrier	7/28/87
4696719	Monomer atomizer for evaporation	9/29/87
4722515	Atomizing device for vaporization	2/2/88
4954371	Flash evaporation of monomer fluids	9/4/90
5018048	Miniaturized monolithic multi-layer capacitor and method for making (product)	5/21/91
4842893	High speed process for coating substrates	6/27/89
5032461	Method of making multi-layered article	7/16/91
5097800	High speed apparatus for forming capacitors	3/24/92
5125138	Miniaturized monolithic multi-layer capacitor and method for making (apparatus)	6/30/92
<b>TRADEMARKS</b>		
<b>TRADEMARK</b>	<b>REGISTRATION NUMBER</b>	<b>ISSUE DATE</b>
None.		
<b>COPYRIGHTS</b>		
None.		
<b>LICENSES</b>		
None.		

0011-20858  
BF101763.4