

08-18-1999

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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)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

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)

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

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

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

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)

<input type="text" value="60139895"/>	<input type="text" value="60125629"/>	<input type="text" value="08459670"/>	<input type="text" value="4242769"/>	<input type="text" value="5228477"/>	<input type="text" value="5651848"/>
<input type="text" value="60138536"/>	<input type="text" value="60118322"/>	<input type="text" value="08598357"/>	<input type="text" value="5118558"/>	<input type="text" value="5368395"/>	<input type="text" value="5737165"/>
<input type="text" value="60125629"/>	<input type="text" value="60125615"/>	<input type="text"/>	<input type="text" value="5140980"/>	<input type="text" value="5558131"/>	<input type="text" value="5874151"/>

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. #

Fee Amount

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

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number: #

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.

Michael Dornbaum, Esq



7 / 22 / 99

Name of Person Signing

Signature

Date

PATENT AND TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
FOR SUB-LICENSEE ILC DOVER, INCORPORATED

THIS AGREEMENT is entered into as of this 22nd day of July 1999, between ILC DOVER, INCORPORATED (the "Assignor/Sub-licensee") a Delaware corporation, having a mailing address at One Moonwalker Road, Frederica, Delaware 19946-2080, and The Chase Manhattan Bank, having a mailing address at 7600 Jericho Turnpike, Woodbury, New York 11797, as agent for itself and for The Bank of New York and Fleet Bank, N.A. (in such capacity, the "Assignee").

WHEREAS, Assignor/Sub-licensee has a sub-license with ILC Dover IP, Inc., a Delaware corporation having a mailing address at One Moonwalker Road, Frederica, Delaware 19946-2080, in respect of the U.S. trademark registrations and/or applications and the U.S. patents and/or patent applications identified in Schedules A and B attached hereto via a Sub-license Agreement dated July 22, 1999;

WHEREAS, Assignor/Sub-licensee and certain of its affiliates (the "Co-Borrowers") and The Chase Manhattan Bank, The Bank of New York and Fleet Bank, N.A. (the "Banks") have entered into a Loan Agreement dated July 22, 1999 (as it may be hereafter amended or otherwise modified from time to time, being the "Credit Agreement") pursuant to which the Banks may lend to the Co-Borrowers the aggregate principal amounts set forth therein, upon and subject to the terms and conditions thereof;

WHEREAS, the Assignor/Sub-licensee has executed a Security Agreement in favor of the Assignee, as agent for the Banks, dated July 22, 1999 (as it may be hereafter amended or otherwise modified from time to time, being the "Security Agreement"); and

WHEREAS, Assignor/Sub-licensee wishes to grant further security and assurance to the Banks in order to secure the performance by Assignor/Sub-licensee of its obligations under the Credit Agreement and all documents executed in connection therewith, including all interest due thereunder ("Obligations"), and to that effect Assignor/Sub-licensee agrees to assign to Assignee for the benefit of the Lenders its rights under the sub-license with ILC Dover IP, Inc. (the "sublicense");

NOW, THEREFORE, in consideration of the premises, Assignor/Sub-licensee hereby agrees with Assignee as follows:

1. To secure the complete and timely satisfaction of all Obligations, Assignor/Sub-licensee hereby grants, assigns and conveys to Assignee for the benefit of the Lenders the entire right, title and interest under the sub-license, all proceeds thereof (including but not limited to proceeds of infringement suits thereon), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, all reissues, divisions, continuations, renewals, extensions and continuations in-part thereof, and all patents and all applications for patents and all

trademarks and applications for trademarks of Assignor/Sub-licensee hereafter filed or acquired, together with all good will associated with any and all of the foregoing and all proceeds of any and all of the foregoing.

2. Assignor/Sub-licensee represents, warrants and covenants that:

(a) The Patents and Trademarks covered by the sub-license are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) To the best of Assignor/Sub-licensee's knowledge and belief after due inquiry, each of the Patents and Trademarks covered by the sub-license is valid and enforceable and, to the best of Assignor/Sub-licensee's knowledge, no material infringement or unauthorized use is presently being made of any Patents and Trademarks;

(c) Assignor/Sub-licensee is the sub-licensee of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks covered by the sub-license, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor/Sub-licensee not to sue third persons;

(d) Assignor/Sub-licensee has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained;

(e) Assignor/Sub-licensee's chief executive office is located at One Moonwalker Road, Frederica, Delaware 19946-2080; and

(f) Assignor/Sub-licensee has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the sub-license.

3. Assignor/Sub-licensee agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor/Sub-licensee's obligations under this Agreement, without Assignee's prior written consent.

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

5. Assignor/Sub-licensee authorizes Assignee to modify this Agreement by amending Schedules A and B to include any future patents and patent applications and trademarks and trademark applications which are Patents and Trademarks under paragraph 1 or paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Assignee hereby grants to Assignor/Sub-licensee the license under the Patents and Trademarks to make, have made for it, use and sell the inventions disclosed and claimed in the Patents and Trademarks and to use all such marks for Assignor/Sub-licensee's benefit and account. Assignor/Sub-licensee agrees not to sell or assign its interest in, or grant any additional sub-license under, the license granted to Assignor/Sub-licensee in this paragraph 6 without the prior written consent of Assignee.

7. If any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, Assignor/Sub-licensee's license under the Patents and Trademarks as set forth in paragraph 6 hereof, shall terminate forthwith, and the Assignee shall have, in addition to all other rights and remedies given it by this Agreement or the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents and Trademarks may be located and, without limiting the generality of the foregoing, the Assignee may immediately, without demand of performance and without other notice or demand whatsoever to Assignor/Sub-licensee, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents and Trademarks, or any interest which the Assignor/Sub-licensee may have therein, and after deducting from the proceeds of sale or other disposition of the Patents and Trademarks all expenses (including all reasonable expenses for brokers, fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor/Sub-licensee.

8. If any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, Assignor/Sub-licensee hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as Assignor/Sub-licensee's true and lawful attorney-in-fact, with the power to endorse Assignor/Sub-licensee's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents and Trademarks, or to grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to any third person. Assignor/Sub-licensee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor/Sub-licensee shall completely satisfy all of the Obligations, this Agreement shall terminate and Assignee shall execute and deliver to Assignor/Sub-licensee (at Assignor/Sub-licensee's expense) all deeds, assignments and other instruments as may be necessary or proper to revest in Assignor/Sub-licensee full title and interest under the sub-license subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, 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, encumbrances or otherwise protecting, maintaining or preserving the Patents and Trademarks covered by the sub-license, or in defending or prosecuting any actions or proceedings arising out of or related to the patents and Trademarks covered by the sub-license, shall be borne and paid by Assignor/Sub-licensee on demand by Assignee.

11. Intentionally omitted.

12. Assignor/Sub-licensee shall use all reasonable efforts to detect any infringers of rights described herein and shall advise the Assignee in writing of any material infringements detected. Assignor/Sub-licensee shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit in its own name, and to join Assignee, if necessary, as a party to such suit so long as Assignee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents and Trademarks covered by the sub-license. Assignor/Sub-licensee shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including legal fees, incurred by Assignee pursuant to this paragraph 12. Notwithstanding the foregoing, the Assignee and the Banks shall have no duties with respect to the Patents and Trademarks covered by the sub-license, other than in respect of Assignee, the duties expressly set forth herein and, without limiting the generality of the foregoing, shall have no duty to prosecute any action for patent or trademark infringement against any person.

13. Assignor/Sub-licensee hereby grants to Assignee and its employees and agents the right to visit Assignor/Sub-licensee's plants and facilities which manufacture, inspect or store products sold under any of the patents or trademarks included in the Patents and Trademarks covered by the sub-license, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor/Sub-licensee shall do any and all acts required by Assignee to ensure Assignor/Sub-licensee's compliance with paragraph 2(f) hereof. The Assignee agrees to comply in all respect with applicable governmental security regulations in connection herewith.

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

15. All of Assignee's rights and remedies with respect to the Patents and Trademarks and the sub-license, whether established hereby or by the Security Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singly or concurrently.

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

17. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5 hereof.

18. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York applicable to agreements made and to be wholly performed in the State of New York.

20. The assignment provided for herein shall become effective on July 22, 1999.

21. Consent to Jurisdiction. (a) The Assignor/Sub-licensee hereby irrevocably submits to the non-exclusive jurisdiction of any United States federal or New York state court sitting in Nassau or Suffolk County in any action or proceeding arising out of or relating to this Agreement and the Assignor/Sub-licensee hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such a court or the fact that such court is an inconvenient forum.

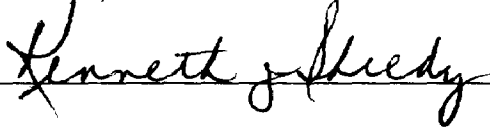
(b) The Assignor/Sub-licensee irrevocably and unconditionally consents to the service of process in any such action or proceeding in any of the aforesaid courts by the mailing of copies of such process to it by certified mail, return receipt requested, in accordance with the provisions of Credit Agreement governing delivery of notices.

(c) The Assignor/Sub-licensee agrees that nothing herein shall affect the Assignee's right to effect service of process in any other manner permitted by law and the Assignee shall have the right to bring any legal proceeding (including a proceeding for enforcement of a judgment entered by any of the aforementioned courts) against the Assignor/Sub-licensee in any other court or jurisdiction in accordance with applicable law.

22. WAIVER OF JURY TRIAL. THE ASSIGNEE/SUB-LICENSEE AND THE ASSIGNEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

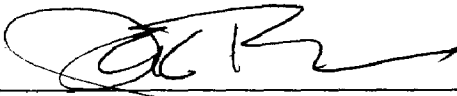
IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

ILC DOVER, INCORPORATED

By: 

Title: Assistant Secretary

THE CHASE MANHATTAN BANK as agent for itself, The Bank of New York and Fleet Bank N.A. via Appointment of Agency pursuant to that certain Loan Agreement dated as of July 22, 1999 to which each bank is signatory.

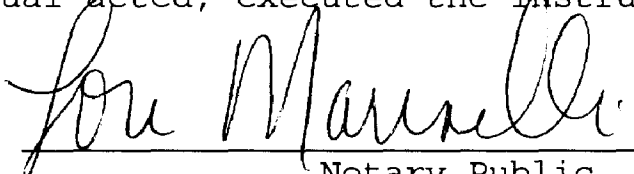
By: 

Title: Assistant Vice President

STATE OF NEW YORK
COUNTY OF NASSAU

ss.:

On the 22nd day of July, in the year 1999 before me, the undersigned, a notary public in and for said State, personally appeared John Budzynski, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



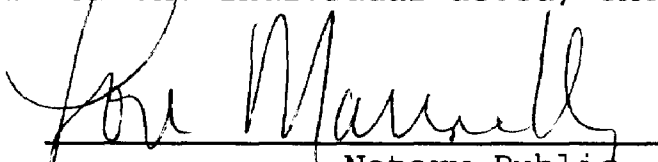
Notary Public

LORI MARINELLI
Notary Public, State of New York
No. 01MA4871984, Suffolk County
Commission Expires Sept. 29, ~~1998~~ 2000

STATE OF NEW YORK
COUNTY OF NASSAU

ss.:

On the 22nd day of July, in the year 1999 before me, the undersigned, a notary public in and for said State, personally appeared Kenneth J. Sheedy, 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, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI MARINELLI
Notary Public, State of New York
No. 01MA4871984, Suffolk County
Commission Expires Sept. 29, ~~1998~~ 2000

SCHEDULE A

Trademark Registrations ILC Dover IP, Inc.			
Registration No.	Registration Date	Status	Mark
1,795,891	9/28/93	Active	DRUMROLL
1,901,761	6/27/95	Active	ZIPTANK
1,917,990	9/12/95	Active	STREAM SAVER
1,945,082	1/2/96	Active	XYGEL
2,054,461	4/22/97	Active	VAPOR GUARD

Trademark Applications ILC Dover IP, Inc.			
Application No.	Filing Date	Status	Mark
75/295,125	5/20/97	Notice of Allowance issued 7/13/99	ARMORFLEX
75/295,136	5/20/97	Published for Opposition on 4/27/99	DOVERPAC

SCHEDULE B

Patents ILC Dover IP, Inc.			
Patent No.	Issue Date	Maintenance Fee Status	Title
4,242,769	1/6/81	None required; filed before 12/11/80	Anti-Exposure Inflatable Structure
5,118,558	6/2/92	Current	Laminate Material
5,140,980	8/25/92	Current	Hood Mask and Air Filter System
5,228,477	7/20/93	Expired	Leak Preventing Device
5,368,395	11/29/94	Expired	Flexible Storage Tank with Removable Liner
5,558,131	9/24/96	None due yet	Method and Apparatus for Blocking Fluid Through Conduit
5,651,848	7/29/97	None due yet	Method of Making Three Dimensional Articles
5,737,165	4/7/98	None due yet	Apparatus For Databus Fault Isolation
5,874,151	2/23/99	None due yet	Rigidifiable Plastic Composites and Manufacturing Methods Therefor

SCHEDULE B
(continued)

Patent Applications			
Serial Number	Filing Date	Status	Title
60/139,895	6/22/99	Pending	Co-Molded Facepiece
60/138,536	6/10/99	Pending	Method for Attaching Fabric to Metal
60/125,629	3/22/99	Pending	Method of Linear Actuation by Inflation and Apparatus Therefor
60/118,322	2/10/99	Pending	Multiple O-ring Groove...Rodding System
60/125,615	3/22/99	Pending	Space Erected Inflatable Structure
08/459,670		Pending	
08/598,357		Pending	