

11-19-1999

FORM PTO-1595  
1-31-92

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MUN 11/4/99

101202758

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

## 1. Name of conveying party(ies):

ESCO LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of Conveyance:

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: September 30, 1999

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

Name: Comerica Bank-California  
 Address: 250 Lytton Avenue  
 City: Palo Alto State: CA Zip: 94301

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

## 4. Application number(s) or patent number(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)

5,644,189

Additional numbers attached? ☐ Yes ☒ No

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

Name: Erin O'Brien  
 Internal Address: GRAY CARY WARE & FREIDENRICH  
 401 B Street, Suite 1700  
 San Diego, CA 92101-4297

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

## 7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

☐ Enclosed

## 8. Deposit account number: 07-1895

Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. 1030967-905100

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.

Erin O'Brien

Name of Person Signing

Signature

November 4, 1999

Date

Total number of pages comprising cover sheet: [ 6 ]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Office of Public Records, Crystal Gateway 4, Room 335  
 Washington, DC 20231

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1030967-905100PATENT  
REEL: 010377 FRAME: 0624

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 1999 by and between Comerica Bank-California ("Bank") and ESCO LLC ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain other financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, Grantor agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and other obligations owing to Bank from time to time, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under certain property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

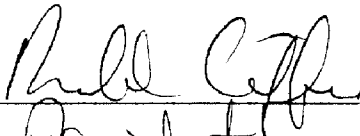
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ADDRESS OF GRANTOR:

25 Hubble  
Fresno, CA 92618  
Attn: Ronald Coffey

ESCO LLC

By:   
Title: President

BANK:

ADDRESS OF BANK:

250 Lytton Ave.  
Palo Alto, CA 94301

Attn: Mr. Jim Weber

COMERICA BANK-CALIFORNIA

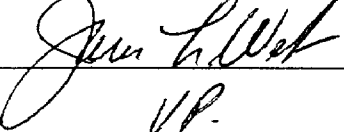
By:   
Title: VP.

EXHIBIT A

Copyrights

1. AIMSsystem

INITIAL HERE

R.C.

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EXHIBIT B

Patents

Strain and Vibration Resistant Halogen Light Bulb for Aircraft and Method, Patent Number 5,644,189, dated July 1, 1997

RC

INITIAL HERE

*[Handwritten signature]*

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

INITIAL HERE

R.C.

*[Signature]*