

04-24-2001

U.S. Department of Commerce
Patent and Trademark Office
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4.3.01

101684702
**RECORDATION FORM COVER SHEET
PATENTS ONLY**

APR - 3 2001

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** [Assignmt. of Secty. Agmnt.]
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) Chase Manhattan Bank, The as Agent

Execution Date
Month Day Year
01032001

Name (line 2) a banking corporation of New York

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

4144374

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Palomar Companies LLC

☐ 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) a corporation of Delaware

Address (line 1) 2230 Oak Ridge Way

Address (line 2)

Address (line 3) Vista

CA

92083

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)

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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: 011692 FRAME: 0685

Correspondent Name and Address

Area Code and Telephone Number (858) 272-8705

Name Rodney F. Brown

Address (line 1) 3365 Baltimore St.

Address (line 2) San Diego, CA 92117

Address (line 3)

Address (line 4)

Pages

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

3

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)

4844324

5260548

5010227

4758284

5185509

5139193

4813657

5033665

5174016

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.

10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 400.00

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:

02-4245

Authorization to charge additional fees:

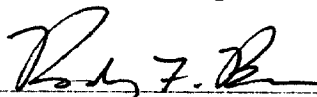
Yes ☒

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.

Rodney F. Brown



03262001

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
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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

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

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Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

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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)

5192844

ASSIGNMENT
OF
ASSIGNMENT FOR SECURITY
(PATENTS)

WHEREAS, Palomar Micro-Joining, Inc. (now known as MicroJoin, Inc.), a Delaware corporation ("MicroJoin"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described in Schedule 1-A annexed hereto and made a part hereof (the "Patents");

WHEREAS, MicroJoin was obligated to the Chase Manhattan Bank and the other banks and other financial institutions (the "Banks") party to the Amended and Restated Credit Agreement, dated as of October 6, 1995 (as the same was amended, modified or supplemented in accordance with its terms, the "Credit Agreement"), among Palomar Products, Inc., HID Corporation, AML Wireless Systems, Inc. (formerly known as AML Broadcast Systems, Inc.), Palomar Technological Companies (formerly known as Palomar Technologies Corporation) ("PTC"), the Guarantors named therein, the Banks and the Chase Manhattan Bank, as agent for the Banks (in its capacity as agent herein referred to as the "Agent"), and MicroJoin had entered into an Security Agreement and Mortgage-Patents and Trademarks dated as of October 6, 1995 (the "Agreement") in favor of the Agent;

WHEREAS, pursuant to the terms of the Agreement, MicroJoin assigned to the Agent, and granted to the Agent a security interest in, and mortgage on, all right, title and interest of MicroJoin in and to the Patents described in Schedule 1-A, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which existed by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement.

WHEREAS, pursuant to the terms of that certain Assignment for Security (Patents) (the "Patent Assignment"), executed by MicroJoin in favor of the Agent, MicroJoin did further assign unto the Agent and grant to the Agent a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

WHEREAS, the Obligations, insofar as they related to MicroJoin, were assigned in full by the Banks to Palomar Companies LLC, a Delaware limited liability company (the "LLC") as of January 3, 2001, pursuant to the terms of that certain Purchase Agreement (the "Purchase Agreement"), by and among

MicroJoin, the other Borrowers named therein, PTC, the Agent, the Sellers named therein, and the LLC.

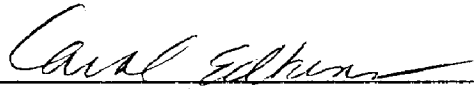
WHEREAS, pursuant to the terms of the Purchase Agreement, the Agent agreed to take such additional actions as may be necessary or proper and reasonable to effectuate the assignment of the Agent's security interests to the LLC.

WHEREAS, the Agent desires to assign to LLC Agent's entire security interest in, and mortgage on, all right, title and interest of MicroJoin in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, effective as of January 3, 2001, the Agent does hereby assign to LLC, without recourse to the Agent and without representation of any kind, whether express or implied, on the part of the Agent, Agent's entire security interest in, and mortgage on, all right, title and interest of MicroJoin in and to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the 3rd day of January, 2001.

THE CHASE MANHATTAN BANK, as Agent

By: 
Name: CAROL EDKINS
Title: VP

021501R1

Palomar Micro-Joining, Inc.

| Country | Patent No. | Date Issued | Title |
|---------------|------------|-------------|---|
| United States | 4,844,324 | 7/4/89 | "Solder System and Method of Using Same" |
| United States | 5,260,548 | 11/9/93 | "Soldering System Controlled Power Supply Apparatus and Method of Using Same" |
| Canada | 1,295,424 | 2/4/92 | "Solder System and Method of Using Same With Alignment ..." |
| United States | 5,010,227 | 5/3/91 | "Soldering Apparatus and Method of Using Same" |
| United States | 5,260,548 | 11/9/93 | "Controlled Power Supply TC1000" |
| United States | 4,758,284 | 3/20/89 | "Cutting Apparatus" |
| United States | 5,185,509 | 2/9/93 | "Robotics Arm Tool Mounting Apparatus and Method of Using Same Application" |
| United States | 5,139,193 | 8/18/92 | "Fluxless Resoldering Systems and Fluxless Soldering Process Application" |
| United States | 4,813,657 | 3/21/89 | "Cutting Apparatus" Patent Dropped/Written off the Books 2/92 |
| United States | 5,033,665 | 2/9/93 | "Soldering System and Method of Using Same" |
| United States | 5,174,016 | 12/29/92 | "Chip Removal Apparatus and Method of Using Same" |
| United States | 5,192,844 | 3/9/93 | "Robotic Tool Adaptor Apparatus" |