

Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

da Vinci Systems LLC

(Delaware Limited Liability Company)

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: October 14, 2003

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

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

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

4. Application number(s) or patents 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)

5,253,043 ; 5,874,988

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Alison J. Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and patents involved: _____

2

7. Total fee (37 CFR 3.41): _____ \$ 80.00

☐ Enclosed

☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

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.

Alison J. Winick, Esq.

Name of Person Signing



Signature

1-12-04

Date

Total number of pages including cover sheet, attachments, and documents: _____

8

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

700060235

PATENT
REEL: 014250 FRAME: 0250

OP \$80.00 6253043

**GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

THIS GRANT OF SECURITY INTEREST IN PATENT RIGHTS

("Agreement"), dated as of October 14, 2003 is made by da Vinci Systems LLC, a Delaware limited liability company, (the "Grantor"), in favor of JPMorgan Chase Bank, as Administrative Agent (in such capacity, the "Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of October 14, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Acterna, Inc. ("Holdings"), Acterna LLC ("U.S. Borrower"), Acterna International GmbH (the "German Borrower"; together with the U.S. Borrower, the ("Borrowers"), the Lenders and the Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the U.S. Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the U.S. Borrower and certain other subsidiaries of the U.S. Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of October 14, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a security interest in, and assigns, transfers and conveys, the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DA VINCI SYSTEMS LLC

By: Richard H. Goshorn

Name: RICHARD H. GOSHORN

Title: SECRETARY

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____

Name:

Title:

STATE OF Maryland)
) ss
COUNTY OF Montgomery)

On the 14 day of October, 2003, before me personally came Richard H. Goshorn, who is personally known to me to be the Secretary of da Vinci Systems LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that she/he is the Secretary in such ~~Company~~ the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

Jody Ann Terry
Notary Public Jody Ann Terry
My Commission Expires: 3/10/04

(PLACE STAMP AND SEAL ABOVE)

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ACTERNA LLC

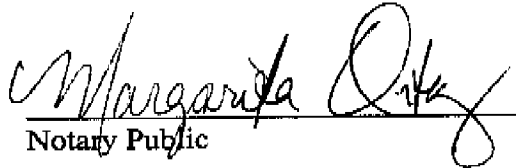
By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: Marina Flindell
Name:
Title: **MARINA S. FLINDELL**
VICE PRESIDENT

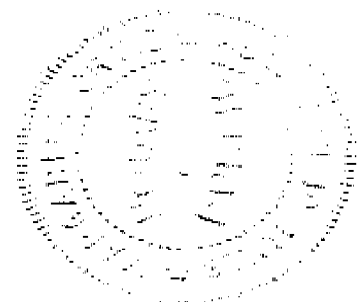
STATE OF New York)
COUNTY OF New York) ss

On the 12th day of January, 2004, before me personally came Margaret Hindell, who is personally known to me to be the _____ of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

MARGARITA ORTIZ
Notary Public State of New York
Registration #01OR6041062
Qualified in Queens County
My Commission Expires May 1, 2006



SCHEDULE A**U.S. Patent Registrations and Applications**

Patent	Patent or Application Number
Unsampled Interpolative Processing of Digital Video Signals	5,253,043
System and Methods for Automated Color Correction	5,874,988