

Document ID No. 102865487

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Array Connector Corporation

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 13, 2004

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Joint Research Agreement
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other _____

2. Name and address of receiving party(ies)

Name: Spectrum Financial Corporation

Internal Address: _____

Street Address: 625 N. Flagler DriveSuite 400City: West Palm BeachState: FLCountry: USA Zip: 33401Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,772,516 B2

6,679,734 B2

6,290,550 B1

Additional numbers attached? ☐ Yes ☒ No

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

Name: Gary M. Krasna, Esq.

Internal Address: _____

Street Address: 3010 N. Military Trail, Suite 210City: Boca RatonState: FL Zip: 33431Phone Number: 561-995-7700Fax Number: 561-995-7775Email Address: gmk@krasnalaw.com6. Total number of applications and patents involved: 37. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed
- ☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

10/14/04

Date

Gary M. Krasna

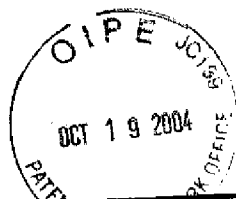
Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)



10-22-2004



DEPT. OF COMMERCE
Patent and Trademark Office

RECORDATION FOR

102865487

PATENTS ONLY

10/19/04

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Array Connector Corporation

Execution Date(s)

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Internal Address:

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Suite 400

City: West Palm Beach

State: FL

Country: USA

Zip: 33401

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

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

Name:

Internal Address:

Street Address: GARY M. KRASNA, P.A.
 3010 N. MILITARY TRAIL
 SUITE 210
 BOCA RATON, FLORIDA 33431

City:

State:

Zip:

Phone Number: 561-995-7700

Fax Number: 561-995-7725

Email Address: gmk@Krasnalaw.com

6. Total number of applications and patents involved:

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7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

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10/14/04

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01 FC:802

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PATENT
 REEL: 016135 FRAME: 0276

LETTERS PATENT SECURITY AGREEMENT

THIS LETTERS PATENT SECURITY AGREEMENT (this "Agreement") is made as of the seventh (7th) day of October, 2004, by and between **ARRAY CONNECTOR CORPORATION**, a Florida corporation with its chief executive office and principal place of business at 12555 SW 130th Street, Miami, Florida 33186 (the "Client"), and **SPECTRUM FINANCIAL CORPORATION**, a Florida corporation with an address at 625 N. Flagler Drive, Suite 400, West Palm Beach, Florida 33401 (the "Secured Party").

RECITALS

WHEREAS, the Client has entered into a Factoring Agreement dated June 19, 2003 (the "Factoring Agreement"), which Factoring Agreement grants to Secured Party a security interest in all of Client's general intangibles, including, without limitation, "all patents, trademarks, and copyrights registered in the United States Copyright or Patent offices, together with the goodwill of the business in connection with which such trademark may be used and the royalties and other fees which become due for the use of such patents, trademarks, or copyrights";

WHEREAS, unless otherwise defined or the context otherwise requires, the defined terms used herein shall have the same meanings assigned to them in the Factoring Agreement;

NOW, THEREFORE, in consideration of the foregoing, the Client hereby agrees with the Secured Party as follows:

1. **Grant of Security Interest.** In order to secure (i) the payment of all amounts due under the Factoring Agreement as and when the same becomes due and payable (whether by lapse of time, acceleration or otherwise), (ii) the payment of all commissions, interest, fees and charges payable by the Client under the terms of the Factoring Agreement, (iii) the payment of all other present and future indebtedness, obligations and liabilities arising under, and the observance and performance of all present and future covenants and agreements contained in the Factoring Agreement, and (iv) the payment in full of all reasonable out-of-pocket expenses and charges, legal or otherwise including reasonable attorney's fees, suffered or incurred by the Secured Party in collecting or enforcing payment of the obligations outstanding under the Factoring Agreement or any or all of the other foregoing indebtedness or in realizing upon, protecting or preserving any collateral security for the Factoring Agreement or such other indebtedness (all of such indebtedness, obligations and liabilities referred to in the immediately foregoing clauses (i) through (iv) being defined by reference in the Factoring Agreement as, and being hereinafter collectively referred to as, the "Obligations"), Client does hereby grant to Secured Party a security interest in, all of Client's right, title and interest, whether now owned or existing or hereafter acquired or arising, in and to the trademarks and service marks, including registrations and applications therefor, trade names and Letters Patents which may issue from the pending applications listed on Schedule A attached hereto and incorporated herein and all after-acquired Trademarks and all after-acquired Letters Patent (both as defined in Section 2(a) hereof), together with (a) all renewals thereof, (b) all present and future

rights of Client under all present and future license agreements relating thereto, whether Client is licensee or licensor thereunder, (c) all income, royalties, damages and payments now or hereafter due and/or payable to Client thereunder or with respect thereto, including, without limitation, damages and payments for past, present and future infringement thereof, (d) all of Client's present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (e) the business and goodwill to which all of such trademarks and service marks including registrations and applications therefor, and trade names are appurtenant, (f) all rights corresponding thereto throughout the world, and (g) proceeds of all of the foregoing (all of the foregoing collectively, the "Trademarks").

2. **Covenants, Warranties and Representations.** The Client covenants, warrants and represents that:

(a) To the best of Client's knowledge, the Trademarks and Letters Patent listed on Schedule A constitute all of the trademarks, service marks, registrations, applications and trade names registered or filed in the United States and Letters Patents applications pending in the United States and now owned by Client. If, before the Obligations shall have been satisfied in full, Client shall (i) obtain or discover rights to any new or existing trademarks, service marks, registrations, applications, trade names or patentable inventions registered or filed in the United States, or (ii) become entitled to the benefit of any trademarks, service marks, registrations, applications, trade names or license renewals registered or filed in the United States (each, "after-acquired Trademarks") or any Letters Patent (each, "after-acquired Patents"), the security interest of Secured Party granted hereunder shall automatically attach thereto and Client shall give to Secured Party prompt written notice thereof.

(b) Client agrees not to sell or assign its interest in the Trademarks or Letters Patent, without the prior written consent of Secured Party.

(c) Until the Obligations shall have been satisfied in full, Client will not, without Secured Party's prior written consent, enter into any agreement which is inconsistent with Client's obligations under the Factoring Agreement and Client further agrees that it will not knowingly take any action, or knowingly permit any action to be taken by others subject to its control, including licensees, or knowingly fail to take any action, which would materially adversely affect the validity of the rights of Secured Party and under this Factoring Agreement.

(d) Until the Obligations shall have been satisfied in full, except as otherwise agreed by Secured Party in writing, Client will maintain, preserve and protect the Trademarks and Letters Patent free of any material conflict with the rights of any other person. Without limitation of these foregoing, Client shall have the duty to the extent reasonable, appropriate and consistent with acceptable business practices (i) to pay all taxes, fees or other amounts necessary to maintain in full force and effect all of the Trademarks, (ii) to prosecute diligently any trademark and patent applications relating to the Trademarks and the Letters Patent pending as of the date hereof or thereafter until this Agreement is no longer in effect, (iii) to make application on trademarks which

have not been registered but which may be registered in the United States, as appropriate and consistent with past practices, and (iv) to preserve and maintain all rights in trademark applications, trademarks and trademark registrations of the Trademarks, and in all patent applications of the Letters Patent. Client will take all steps as reasonably required by Secured Party to perfect any security interest acquired by Secured Party pursuant to this Agreement, including, without limitation, filing and recording such new security agreements or financing statements as may be reasonably required by Secured Party. Any expenses incurred in connection with such applications shall be borne by Client, and Secured Party shall have no obligations or liability to pay any taxes or fees, nor shall Secured Party have any duties in connection with application or maintenance of rights in the Trademarks and Letters Patent.

(e) The registered Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable in whole or in part, and each of the Trademarks is valid and enforceable; there are no claims known to the Client currently asserted that the use of any of the registered Trademarks does or may violate the rights of any third person; no claims are currently asserted directly against Client or to the best of Client's knowledge its predecessors that the use of any of the registered Trademarks does or may violate the rights of any third person; the Client is the sole and exclusive owner of the entire right, title, and interest in and to each of the registered Trademarks in connection with the goods or services for which they are used; and the Client has the unqualified right to enter into this Agreement and to perform its terms.

3. **Rights and Remedies.** Every event of Default (as defined in the Factoring Agreement) shall constitute an "Event of Default" hereunder. Upon the occurrence of any Event of Default, Secured Party may, upon reasonable written notice, exercise any or all of the following rights and remedies, all of which are cumulative and enforceable alternatively, successively or concurrently:

(a) Sell, assign or grant any license under the Trademarks and/or the Letters Patent upon such terms and under such conditions as Secured Party, in its sole discretion, may determine.

(b) Sue for, collect and receive all income, royalties, damages and payments at any time due and/or payable under the Trademarks and/or the Letters Patent and any licenses thereunder.

(c) Sue in its own name to enforce the Trademarks and/or the Letters Patent and any licenses thereunder. If Secured Party shall commence any such suit, Client shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents reasonably required by Secured Party in aid of such enforcement.

4. **Power of Attorney.** Client hereby designates and appoints Secured Party and its designees as attorney-in-fact of Client, irrevocably and with power of substitution, with authority effective upon the occurrence of any Event of Default, to endorse Client's name on all applications,

documents, papers and instruments necessary or desirable for Secured Party in the use of the Trademarks and/or Letters Patent, to take any other actions with respect to the Trademarks and/or Letters Patent, as Secured Party deems in the best interest of Secured Party; to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Letters Patent to any person; and to perform all other acts necessary and advisable, in Secured Party's sole discretion, to carry out and enforce this Security Agreement and the Factoring Agreement. All acts of said attorney or designee are hereby ratified and approved by Client. This power of attorney is coupled with an interest and is irrevocable so long as any of the Obligations remain unpaid.

5. **Termination.** The security interest granted herein shall terminate upon the indefeasible satisfaction in full of the Obligations.

6. **Notices.** Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Factoring Agreement, in the manner and within the time specified in the Factoring Agreement.

7. **Further Assurances.** Client shall execute any further or additional documents reasonably required by the Secured Party to effectuate the purposes and intent of this Agreement.

8. **Choice of Law.** This Agreement shall be construed according to the laws of the State of Florida.

9. **Severability.** If any of the provisions of this Agreement are judicially determined to be in conflict with any law of the State of Florida, or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provisions of this Agreement.

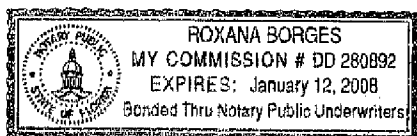
10. **Successors and Assigns.** The terms, covenants, and conditions contained in this Agreement shall inure to the benefit of Client and its successors and assigns and shall be binding upon the Secured Party and its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Trademark and Letters Patent Security Agreement to be duly executed under seal, intending it to be a sealed instrument, as of the day and year first above written.

[SEAL]

ATTEST or WITNESS:

R. J. J. J.



ARRAY CONNECTOR CORPORATION

By: *[Signature]*

Name:

Title: *President*

Date: *02/13/2004*

[SEAL]

ATTEST or WITNESS:

Janet R. Wloch



JANET R. WLOCH
MY COMMISSION # DD 260677
EXPIRES: November 22, 2007
Bonded Thru Budget Notary Services

SPECTRUM FINANCIAL CORPORATION

By: *[Signature]*

Name: *William J. Brosnan*

Title: *SVP*

Date: *10/14/04*

**SCHEDULE A
TO
TRADEMARK AND LETTERS PATENT SECURITY AGREEMENT**

List of Trademarks and Letters Patent

<u>Patent</u>	<u>Registration No.</u>	<u>Date of Issuance</u>
Method for Making Some Potential Block	6,772,516 B2	8/10/2004
Subminiature Electrical Connector Multi-Pin Grounding/Discrete Circuit Bussing Module and Integral Connector Backshell	6,679,734 B2	1/20/2004
Same Potential Block Such as a Grounding Block and Method for Making an Improved Same Potential Block	6,290,550 B1	9/18/2001

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Issuance</u>
None		

<u>Trademark Application</u>	<u>Application No.</u>	<u>Date of Application</u>
None		

<u>Patent Application</u>	<u>Application No.</u>	<u>Filing Date</u>
None		