

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Data Device Corporation	05/17/2010
ILC Dover IP, Inc.	05/17/2010
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	625 Marquette Avenue, 11th Floor
Internal Address:	MAC: N9311-110
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	11491459
Application Number:	11700359
Application Number:	60841187
Application Number:	61098151
Application Number:	61163536
CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipdocket@lw.com
Correspondent Name:	Latham & Watkins, c/o Julie Dalke
Address Line 1:	650 Town Center Dr, 20th floor
Address Line 2:	036793-0008
Address Line 4:	Costa Mesa, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	036793-0008

OP \$200.00 11491459

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PATENT
REEL: 024396 FRAME: 0248

NAME OF SUBMITTER:

Adam Kummins

Total Attachments: 7

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SECOND LIEN SUPPLEMENTAL PATENT SECURITY AGREEMENT

SECOND LIEN SUPPLEMENTAL PATENT SECURITY AGREEMENT, dated as of May 17, 2010, by Data Device Corporation, a Delaware corporation (“DDC”), and ILC Dover IP, Inc., a Delaware corporation (“Dover”, together with DDC, the “Companies”) in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below), as pledgee, assignee and secured party (the Collateral Agent, in such capacity and together with any successors in such capacity, the “Collateral Agent”).

WHEREAS, each of the Companies has, pursuant to that certain second lien security agreement dated as of June 28, 2006 (the “Security Agreement”; capitalized terms used but not defined herein having the meanings assigned to such terms in the Security Agreement), made by ILC INDUSTRIES, INC., a Delaware corporation (the “Borrower”), ILC HOLDINGS, INC., a Delaware corporation (“Holdings”), and THE GUARANTORS PARTY THERETO (together with Holdings, the “Guarantors”) and the Collateral Agent, as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the “Pledgors,” and each, a “Pledgor”), in favor of the Collateral Agent, granted to the Collateral Agent for the benefit of the respective Secured Parties a security interest in and to all of the right, title and interest of such Pledgor, in, to and under the Pledged Collateral, including with respect thereto, the Patents, as collateral security for the payment and performance in full when due of the Secured Obligations;

WHEREAS, the Companies and the Collateral Agent have entered into a second lien patent security agreement dated as of June 28, 2006 (the “Second Lien Patent Security Agreement”);

WHEREAS, the Companies have acquired the additional patent applications set forth on Schedule A attached hereto; and

WHEREAS, the Companies and the Collateral Agent wish to further memorialize the security interest described above as it relates to the patent applications identified in Schedule A hereto, and any renewals, reissues, continuations, continuations-in-part, divisionals, extensions

and re-examinations thereof, and incorporated herein by this reference, and all other rights appurtenant thereto, including but not limited to, all products and proceeds thereof.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and it being expressly understood and agreed that the security interests granted herein for the benefit of the Collateral Agent on behalf of the respective Secured Parties shall be subject to the subordination terms of the Credit Agreement, the following security interest is hereby granted: as security for the payment or performance, as the case may be, in full of the Obligations, each of the Companies hereby pledges and grants to the Collateral Agent and its successors and assigns a second priority security interest in, all of such Company's right, title and interest in, to and under the patent applications identified in Schedule A. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Supplemental Patent Security Agreement and the exercise of any right of remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Supplemental Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

The Collateral Agent shall be afforded the same rights, protections, immunities and indemnities set forth in the Security Agreement and the Credit Agreement as if the same were specifically set forth herein.

(Signature page follows)

IN WITNESS WHEREOF, each of the Companies has executed this Second Lien Supplemental Patent Security Agreement as an instrument as of the date first written above.

DATA DEVICE CORPORATION

By: Kenneth J. Sheedy
Name: Kenneth J. Sheedy
Title: Chief Financial Officer

ILC DOVER IP, INC.

By: Kenneth J. Sheedy
Name: Kenneth J. Sheedy
Title: Assistant Secretary

ACKNOWLEDGMENT OF PLEDGOR

STATE OF NEW YORK)
)
COUNTY OF SUFFOLK)

ss.

On this 5th day of MAY, 2010 before me personally appeared KENNETH J. SHEEDY, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Data Device Corporation who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

LEANNE L. WILLMER
NOTARY PUBLIC, State of New York
No. 4771964
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 8-31-2010

Leanne L. Willmer
Notary Public

{seal}

ACKNOWLEDGMENT OF PLEDGOR

STATE OF New York)
)
COUNTY OF Suffolk)

ss.

On this 5th day of MAY, 2010 before me personally appeared Kenneth J. Sheedy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ILC Dover IP, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

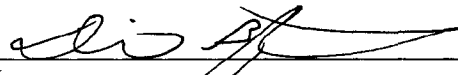
LEANNE L. WILLMER
NOTARY PUBLIC, State of New York
No. 4771964
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES 8-31-2010

{seal}

Leanne L. Willmer
Notary Public

Acknowledged and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: **David Bergstrom**
Title: **Vice President**

SCHEDULE A
to
SECOND LIEN SUPPLEMENTAL PATENT SECURITY AGREEMENT

PATENTS:

Applications:

Owner	Application Number	Application Date	Country	Title
Data Device Corporation	11/491,459	07/21/2006	United States	<i>Predictive Signal Cancellation for Extracting 9MB/s MIL-STD-1553 Component from Composite High Performance 1553 Signal</i>
Data Device Corporation	11/700,359	01/31/2007	United States	<i>Multi-dimensional Burst Link Access Streaming Transmission (BLAST) Architecture and Algorithms for Low Latency RealTime Broadband Burst Data/Video Transmission</i>
ILC Dover IP, Inc.	60/841,187	08/31/2006	United States	<i>Spacesuit Protective Over Cover</i>
ILC Dover IP, Inc.	61/098,151	09/18/2008	United States	<i>Personal Protective Hood Having Thermoplastic Neckdam</i>
ILC Dover IP, Inc.	61/163,536	03/26/2009	United States	<i>Thermoplastic Elastomeric Attachment System for Transfer of Particulate Materials</i>