

09-17-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies): Cushcraft Corporation 9-16-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comerica Bank
Internal Address: Attn: Christian T. Lloyd
Street Address: 100 Federal Street, 28th Floor
City: Boston State: MA Zip: 02110
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State California
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
SEP 16 PM 3:06
FINANCE SECTION

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 9/5/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1739560, 2153624, 2296217, 2628083
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lisa Perusse Billone
Internal Address: Goulston & Storrs, P.C.
Street Address: 400 Atlantic Avenue
City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 4
7. Total fee (37 CFR 3.41): \$ 115.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Lisa Perusse Billone 9/10/2003
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002826 FRAME: 0077

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 5, 2003 by and between COMERICA BANK ("Bank") and CUSHCRAFT CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. 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 all of Grantor's Copyrights, Trademarks, Patents and internet domain names to secure the obligations of Grantor under the Loan Agreement.

C. 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, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and internet domain names listed on Exhibits 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.

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 other Loan Documents with Bank, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

48 Perimeter Road
Manchester, New Hampshire 03103

Attn: Chief Financial Officer

CUSHCRAFT CORPORATION

By: *Byrne Jungersen*

Title: _____

BANK:

Address of Bank:

Comerica Bank
100 Federal Street, 28th Floor
Boston, Massachusetts 02110

Attn: Christian T. Lloyd

COMERICA BANK

By: _____

Title: _____

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.

Address of Grantor:

48 Perimeter Road
Manchester, New Hampshire 03103

Attn: Chief Financial Officer

GRANTOR:

CUSHCRAFT CORPORATION

By: _____

Title: _____

Address of Bank:

Comerica Bank
100 Federal Street, 28th Floor
Boston, Massachusetts 02110

Attn: Christian T. Lloyd

BANK:

COMERICA BANK

By: _____ 

Title: _____ VICE PRESIDENT

EXHIBIT A

Copyrights

[None.]

A-1

[Exhibts to IP Security Agreement]

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TRADEMARK
REEL: 002826 FRAME: 0081

EXHIBIT B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Patents		
Planar Microstrip Yagi Antenna Array	5,712,643	filed 1/27/98
Planar Microstrip Yagi Antenna Array and Process for making same	5,913,549	filed 6/22/99
Mobile Antenna Mount	5,600,334	filed 2/4/97
Antenna Base	373,769	filed 9/17/96
Patent Applications		
Dual-Linear Polarized Panel Antenna with Polarization and Beam Shape Versatility	60/440,547	filed 3/18/03
Miniature Microstrip Patch Antenna with a Bandwidth-Enhancing Feed Structure	60/439,742	filed 2/6/03

EXHIBIT C

Trademarks and Domain Names

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Trademarks		
Ultralink ®: coaxial cables and connectors, antennas, and antenna mounts.	1,739,560	filed 10/10/91
DirectLink ®: antennas, antenna mounts, and coaxial cables and connectors.	2,153,624	filed 3/13/97
Squint ®: antennas and antenna mounts, and cables and connectors.	2,296,217	filed 8/16/98
Cushcraft®: coaxial cables; and, house mark for a full line of commercial and amateur communications antennas, antenna mounts and connectors for use therewith.	2,628,083	filed 9/28/01
Unregistered Trademarks		
MicroAir TM : Suspended patch technology	n/a	n/a

2. The following URLs are registered with Network Solutions, a Verisign company, (hereinafter "Network Solutions") in the respective names set forth below. The Company owns the domain names listed below. It is contemplated that registration will be promptly completed for all such names not currently registered in the name of the Company.

The Company owns the following domain names:

Domain Name	Registrar
<u>www.cushcraft.com</u>	Cushcraft Corporation