

08-18-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRO
8-12-99

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 License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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 Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

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.

MICHAEL DORNBAUM, ESQ.



7/22/99

Name of Person Signing

Signature

Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, The Chase Manhattan Bank, having a mailing address at 7600 Jericho Turnpike, Woodbury, New York 11797, as agent for itself and for The Bank of New York, having a mailing address of 604 Broad Hollow Road, Melville, New York 11747 and Wilmington Trust Company having a mailing address at 139 South State Street, Dover, Delaware 19901 (in such capacity, the "Assignor"), is, by reason of a Patent and Trademark Collateral Assignment and Security Agreement dated July 16, 1996 between ILC INDUSTRIES, INC. and The Chase Manhattan Bank, as agent for itself and The Bank of New York and Wilmington Trust Company, the present title owner of (a) those U.S. trademark applications and/or registrations identified in Schedule A attached hereto; and (b) those U.S. patents and/or patent applications identified in Schedule B attached hereto;

AND WHEREAS, ILC INDUSTRIES, INC., having a mailing address of 105 Wilbur Place, Bohemia, New York 11716 ("Assignee"), has renegotiated the terms of said Patent and Trademark Collateral Assignment and Security Agreement dated July 16, 1996 and is desirous of re-acquiring the entire right, title and interest in and to said U.S. trademark applications and/or registrations and to said U.S. patents and/or patent applications identified herein;

WHEREAS, the Assignee hereby irrevocably submits to the non-exclusive jurisdiction of any United States federal or New York state court sitting in Nassau or Suffolk County in any action or proceeding arising out of or relating to this Assignment and the Assignee hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such a court or the fact that such court is an inconvenient forum;

WHEREAS, the Assignee irrevocably and unconditionally consents to the service of process in any such action or proceeding in any of the aforesaid courts by the mailing of copies of such process to it by certified mail, return receipt requested, in accordance with the provisions of Credit Agreement governing delivery of notices;


WHEREAS, the Assignee agrees that nothing herein shall affect the Assignor's right to effect service of process in any other manner permitted by law and the Assignor shall have the right to bring any legal proceeding (including a proceeding for enforcement of a judgment entered by any of the aforementioned courts) against the Assignee in any other court or jurisdiction in accordance with applicable law;

WHEREAS, THE ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS ASSIGNMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.;

NOW, THEREFORE, for nominal consideration, receipt of which is hereby acknowledged, the said Assignor of these presents does sell, assign and transfer unto the said Assignee without recourse, representation or warranty all right, title and interest in and to the trademark applications and/or registrations identified in Schedule A together with all goodwill of the business symbolized by each trademark or service mark identified herein, and all right, title and interest in and to the patents and/or patent applications identified in Schedule B.

IN WITNESS WHEREOF, the Assignor has hereunder executed this instrument this 22nd day of July, 1999.

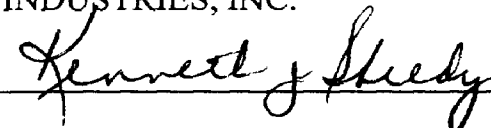
The Chase Manhattan Bank, as agent for itself, The Bank of New York and Wilmington Trust Company via Appointment of Agency pursuant to that certain Agreement dated as of December 27, 1996 to which each bank is signatory.

By:  _____

(Print Name): John Buzynski

Title: Assistant Vice President

ILC INDUSTRIES, INC.

By:  _____

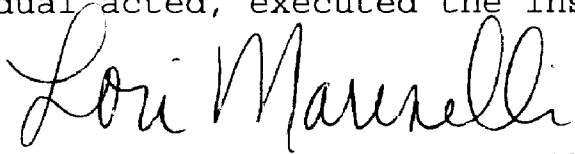
(Print Name): Kenneth J. Sheedy

Title: Vice President - Finance

STATE OF NEW YORK
COUNTY OF NASSAU

ss.:

On the 22nd day of July, in the year 1999 before me, the undersigned, a notary public in and for said State, personally appeared John Budzynski, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



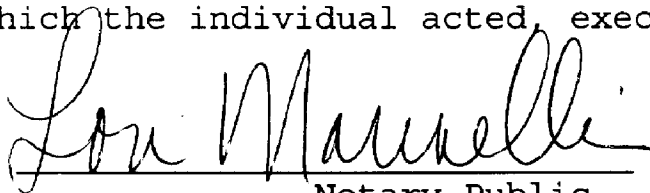
Notary Public

LORI MARINELLI
Notary Public, State of New York
No. 01MA4871984, Suffolk County
Commission Expires Sept. 29, 1998 **2000**

STATE OF NEW YORK
COUNTY OF NASSAU

ss.:

On the 22nd day of July, in the year 1999 before me, the undersigned, a notary public in and for said State, personally appeared Kenneth J. Sheedy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

LORI MARINELLI
Notary Public, State of New York
No. 01MA4871984, Suffolk County
Commission Expires Sept. 29, 1998 **2000**

SCHEDULE A

Trademark Registrations to ILC Industries:			
Registration Number	Registration Date	Status	Assignment Status
1,218,064	11/30/82	Sections 8 and 15 affidavits accepted	Security interest recorded

SCHEDULE B

Patent Applications to ILC Industries:			
Serial Number	Filing Status	Status	Assignment Status
04/699,171	1/19/68	According to Patent and Trademark Office, not issued as patent	Paper assignment records show last assignment to ILC Industries, Inc., in 1968.