MO 10-999 Tab settings = = = =

ŘΕ

10-21-1999



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

•

Υ.

101177528

To the Honorable Commissioner of Patents and Trademarks:	riease record the attached original documents or copy thereof.	
Name of conveying party(ies):	2. Name and address of receiving party(ies):	
DOEHLER-JARVIS, INC. 3 Werner Way, Suite 210	Name: General Electric Capital Corporation, as Agent	
Lebanon, NJ 08833	Internal Address:	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership  XXCorporation-State = DE	Street Address: 201 High Ridge Road  City: Stamford State: CT ZIP: 06927	
☐ Other	☐ Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached? 🗆 Yes 💢 No	Association	
3. Nature of conveyance:	☐ General Partnership	
☐ Assignment ☐ Merger	XXX Corporation-State NY  Other	
Other	If assignee is not domicited in the United States, a domestic representative designation is attached:  (Designations must be a separate document from Assignment)  Additional name(s) & address(es) attached?  Yes XX No	
4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)	B. Trademark registration No.(s)	
SEE SCHEDULE I TO TRADEMARK SECURITY AGREEMENT	SEE SCHEDULE I TO TRADEMARK SECURITY AGREEMENT	
Additional numbers a	ittached? 🕮 Yes 🗆 No	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:  7. Total fee (37 CFR 3.41):	
Name: Federal Research Corp.		
Internal Address:		
0/20/1999 JSHABAZZ 00000037 1309637	☐ Enclosed	
11 FC:481 40.00 OP 02 FC:482 75.00 OP	Authorized to be charged to deposit account	
Street Address: 400 Seventh Avenue, N.W.	8. Deposit account number:	
Suite 101		
City: Washington, D.C. State: ZIP:	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT US	E THIS SPACE	
9. Statement and signature.  To the best of my knowledge and belief, the fdregoing informative original document  Loukia Harris	ation is true and correct and any attached copy is a true copy of	
Loukia Harris  Name of Person Signing  Sign	nature Date 5	
	Total number of pages comprising cover sheet:	

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 1999, by DOEHLER-JARVIS, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as agent ("Agent") for Lenders (as defined below).

#### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Borrowers, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK</u>
  <u>COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on <u>Schedule I</u> hereto;
  - (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

TRADEMARK
REEL: 001977 FRAME: 0033

- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

- 2 -

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DOEHLER-JARVIS, INC.

Name: Kevin L. B. Pri

Title: Vice President and Comptroller

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

Name: Martin Greenberg

Title: Duly Authorized Signatory

### ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK )

SS. COUNTY OF NEW YORK )

On this 30 day of September 1999 before me personally appeared Kevin L. B. Price, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of, Doehler-Jarvis, 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.

Notary Public

{seal}

LOUKIA HARRIS
Notary Public of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2000

### **SCHEDULE I**

to

# TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS

### 1. TRADEMARKS

<u>MARK</u>	SERIAL NO. OR REG NO.	FILED/ <u>REGISTERED</u>	COUNTRY
DOEHLERCORE	1,309,637	12/18/84	U.S.A.
DOEHLER-JARVIS	1,336,270	05/21/85	U.S.A.
DJ	1,802,547	11/02/93	U.S.A.
SQZ	1,816,616	01/18/94	U.S.A.

## 2. TRADEMARK APPLICATIONS

See Item #1 above

### 3. TRADEMARK LICENSES

None

1058318 - 4 -

TRADEMARK
RECORDED: 10/19/1999 REEL: 001977 FRAME: 0036