

U.S. DEPARTMENT OF COMMERCE

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

Patent and Trademark Office  
Docket No. 0742700541

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

1. Name of conveying party(ies):  
GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC.

Individual(s)                       Association  
 General Partnership           Limited Partnership  
 Corporation-Delaware  
 Other:

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

2. Name and address of receiving party(ies):

Name: UNITED CALIFORNIA BANK  
 Internal Address:  
 Street Address: 1280 Fourth Avenue  
 City: San Diego State: California ZIP: 92101

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: California  
 Other: \_\_\_\_\_

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

3. Nature of conveyance:

Assignment                                       Merger  
 Security Agreement                       Change of Name  
 Other:

Execution Date: November 28, 2001

4.A. Trademark Application No.(s)  
76/126,291

Additional numbers attached? \* Yes  No

B. Registration No.(s)

2,325,332	2,122,105	2,309,587
2,342,885	1,559,734	2,299,134

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

KELLY S. LOGUE  
 MORRISON & FOERSTER LLP  
 555 WEST FIFTH STREET  
 SUITE 3500  
 LOS ANGELES, CALIFORNIA 90013-1024

6. Total number of applications and trademark registrations involved: 7

7. Total fee (37 C.F.R. § 3.41): \$190.00

Enclosed  
 Authorized to be charged to deposit account, referencing Attorney Docket 07427000541

8. Deposit account number: 03-1952

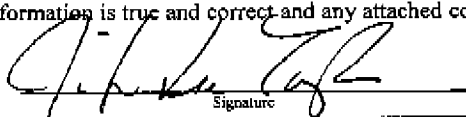
The Commissioner is hereby authorized to charge any fees under 37 C.F.R. § 1.21 which may be required by this paper, or to credit any overpayment to Deposit Account No. 03-1952.


**DO NOT USE THIS SPACE**

9. 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.

Name: Jennifer Lee Taylor, Esq.

 Signature

 Date

Total number of pages comprising cover sheet, attachments and document: 8

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

**SUPPLEMENTAL SECURITY AGREEMENT**  
(Trademarks)

THIS SUPPLEMENTAL SECURITY AGREEMENT (the "Supplemental Trademark Agreement") is made and dated as of the 28th day of November, 2001, by and among GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation (the "Borrower"), and UNITED CALIFORNIA BANK, in its capacity as Agent to the Lenders party to the Credit Agreement referred to below (the "Agent").

**RECITALS**

A. Pursuant to that certain Credit Agreement dated as of even date herewith by and among the Borrower, the Agent, and the Lenders from time to time party thereto (the "Credit Agreement," and with all capitalized terms not otherwise defined herein used with the meaning given such terms in the Credit Agreement). As a condition to the effectiveness of the Credit Agreement, the Borrower and the Agent entered into that certain Security Agreement dated as of even date herewith between Borrower and the Agent (the "Security Agreement"), in which the Borrower has granted to the Agent on behalf of the Lenders a security interest in certain assets of Borrower, including, without limitation, all patents, trademarks, service marks, trade names, copyrights, goodwill, licenses and other intellectual property owned by Borrower or used in Borrower's business.

B. The parties hereto desire to supplement the Security Agreement as it relates to certain of such intellectual property consisting generally of trademarks and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

**AGREEMENT**

1. Confirmation of Grant of Security Interest. Borrower hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Security Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Borrower's right, title and interest in the following (the "Trademark Collateral"):

(a) All trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names trade styles and other source, product and business identifiers pertaining to the products, services and business of Borrower, whether now owned or hereafter acquired, including, without limitation, the trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time with the consent of the Agent;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell any items disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing to the extent such rights are assignable;

(f) All now existing and hereafter arising documents, instruments and agreements which reveal the name and address of sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery for all materials, products and components used in connection with any of the foregoing;

(g) All now existing and hereafter arising specifications as to and quality control manuals used in connection with the operations conducted under the name of or in connection with the foregoing;

(h) All now existing and hereafter arising goodwill associated with any of the foregoing;

(i) All now existing and hereafter arising rights (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or the Agent for past, present and future infringements of any of the foregoing; and

(j) All products and Proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Security Agreement, Borrower hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Borrower which are registered with the PTO as of the date hereof; and

(b) Agrees to promptly notify the Agent in writing of any additional trademarks registered with the PTO of which Borrower becomes the owner and to amend Schedule I accordingly.

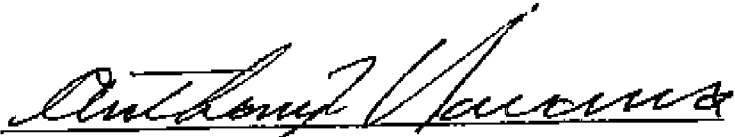
3. No Present Assignment. Neither the Security Agreement, this Supplemental Trademark Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement, it is the intention of the parties hereto that Borrower continue to own the Trademark Collateral and that upon the indefeasible payment and performance in full of the Obligations, the rights of the Agent under the Security Agreement and this Supplemental Trademark Agreement in and to the Trademark Collateral shall be released and terminated.

4. Relationship to Security Agreement. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other Loan Documents and the Agent shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as they have with respect to other Collateral. Reference is hereby made to the Security Agreement, the terms and conditions of which are incorporated herein by this reference.


[Signature Page Following]

EXECUTED as of the day and year first above written.

GENERAL ATOMICS AERONAUTICAL SYSTEMS,  
INC., a Delaware corporation

By:   
Anthony G. Navarra  
Assistant Treasurer

UNITED CALIFORNIA BANK

By   
L. D. Hart  
Vice President

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego )

On Nov. 28, 2001, before me, the undersigned notary public in and for said County and State, personally appeared Anthony G. Navarra + L. D. Hunt, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Brenda B. Dawson  
My commission expires on Oct. 25, 2003



SCHEDULE 1  
TO SUPPLEMENTAL SECURITY AGREEMENT  
(TRADEMARKS)

<u>Trademark</u>	<u>Registration or Application Date</u>	<u>Registration or Application Number</u>
"Q Aeronautical Systems"	3/7/00	2,325,332
"Altair"	9/12/00	76/126,291
"Altus"	12/16/97	2,122,105
"Gnat"	1/18/00	2,309,587
"I-Gnat"	4/18/00	2,342,885
"Predator"	10/10/89	1,559,734
"Prowler"	10/19/99	2,299,134

**IRREVOCABLE POWER OF ATTORNEY**

GENERAL ATOMICS AERONAUTICAL SYSTEMS, INC., a Delaware corporation, located at 3550 General Atomics Court, San Diego, California 92121 (the "Borrower") hereby grants to UNITED CALIFORNIA BANK (the "Agent"), an exclusive Irrevocable Power of Attorney to (i) transfer trademarks and applications therefor owned by Borrower from time to time, (ii) renew, extend, and protect the foregoing, and (iii) register and record any such transfer, renewal, extension and protection, all in accordance with that certain Credit Agreement dated as of November 28, 2001 among the Borrower, the Agent and the Lenders from time to time party thereto (the "Credit Agreement," and with capitalized terms not otherwise defined used with the meaning given such terms in the Credit Agreement).

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations remain outstanding (other than surviving indemnity obligations).

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life specified in Paragraph 1 above and is coupled with an interest; it is created for the benefit of the attorney in fact, Agent, rather than for Borrower.

3. This Power of Attorney is created simultaneously with the imposition of other obligations upon Borrower in favor of Agent under the Credit Agreement.

4. The Power of Attorney granted herein is created to secure the performance of the obligations under the Credit Agreement and the Supplemental Security Agreement (Trademarks) dated concurrently herewith of Borrower to Agent and shall be exercisable by Agent only after the occurrence and during the continuance of a Event of Default.

IN WITNESS WHEREOF, Borrower has caused this Irrevocable Power of Attorney to be executed by its officer thereunto duly authorized, as of November 28, 2001.

GENERAL ATOMICS AERONAUTICAL SYSTEMS,  
INC., a Delaware corporation

By: 

Anthony G. Navarra  
Assistant Treasurer

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF San Diego )

On Nov. 28, 2001, before me, the undersigned notary public in and for said County and State, personally appeared ANTHONY G. NAVARRO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Brenda B. Dawson  
My commission expires on Oct. 25, 2003

