

05-13-2002 102087289

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

1. Name of conveying party(ies): Sippican Acquisition Corp. 4-30-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached?
3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other Intellectual Property Security Agreement
Execution Date: April 5, 2002

2. Name and address of receiving party(ies)
Name: Fleet National Bank, as agent
Internal Address: Jennifer D. McGrady
Street Address: 101 Federal Street
City: Boston State: MA Zip: 02110
Individual(s) citizenship
Association National Banking Association
General Partnership
Limited Partnership
Corporation-State
Other
If assigned is not domiciled in the United States, a domestic representative designation is attached:
Additional name(s) & address(es) attached?

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
2, 306 969
Additional number(s) attached

B. Trademark Registration No.(s)
See attached Schedule B
Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Miriam J. Rovner, Senior Legal Assistant
Internal Address:
Street Address: Goodwin Procter LLP Exchange Place
City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$190.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 07-1700
(Attach duplicate copy of this page if paying by deposit account)

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.
Robert M. O'Connell, Jr.
Signature: [Signature] Date: April 30, 2002
Name of Person signing Signature Date
Total number of pages include cover sheet, attachments, and document: 14

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

OFFICE OF PATENT AND TRADEMARKS RECORDS
FINANCE & EDITOR
APR 30 AM 7:49
91 FC:481
92 FC:482

**SCHEDULE B**  
**to**  
**IP SECURITY AGREEMENT**

**SCHEDULE OF TRADEMARKS**

<b><u>MARK</u></b>	<b><u>REG. NUMBER</u></b>	<b><u>REG. DATE</u></b>
PTP	2,306,969	January 11, 2000
TDULK	2,201,774	November 3, 1998
SUBMATT	2,153,987	April 28, 1998
FAST DEEP	1,779,545	June 29, 1993
VIZ	1,326,717	March 26, 1985
ACCU-LOK	1,106,544	November 21, 1978
SIPPICAN	850,575	June 11, 1968

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated April 5, 2002, is made by SIPPICAN ACQUISITION CORP., a Delaware corporation (the "Debtor"), in favor of Fleet National Bank, as Agent (the "Secured Party").

WHEREAS, the Debtor has entered into a Credit Agreement dated as of April 5, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Party, and the Lenders from time to time parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Secured Party dated as of April 5, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted a security interest in, among other property, certain intellectual property of the Debtor to the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (the "Collateral"):

(i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Appendix A hereto (an "IP Security Agreement Supplement"), executed and delivered by such Debtor to the Secured Party from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time), (the "Trademarks");

(iii) The copyrights, United States copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Secured Party from time to time) (the “Copyrights”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SIPPICAN ACQUISITION CORP.

By: C. W. A.  
Name:  
Title:

Address for Notices:  
7 Barnabas Road  
Marion, MA 02738-1499

**FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated \_\_\_\_\_, \_\_\_\_ is made by the person listed on the signature page hereof (the "Debtor") in favor of Fleet National Bank (the "Secured Party").

WHEREAS, the Debtor has entered into a Credit Agreement dated as of \_\_\_\_\_, 200\_ (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Secured Party, and the Lenders from time to time parties thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans under the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement made by the Debtor and the other debtors parties thereto to the Secured Party dated as of \_\_\_\_\_, 200\_ (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Debtor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental authorities, the Debtor has executed and delivered that certain Intellectual Property Security Agreement made by the Debtor to the Secured Party dated \_\_\_\_\_, 200\_ (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Debtor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor to the Secured Party and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Confirmation of Grant of Security. The Debtor hereby acknowledges and confirms the grant of a security interest to the Secured Party under the Security Agreement and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

- (i) The United States patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (the “Trademarks”);

(iii) The copyrights, associated United States copyright registrations and applications-, and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

**SECTION 2. Supplement to Security Agreement and IP Security Agreement.**

Schedule C, D and E to the Security Agreement and Schedule[s] [A,] [B and] [C] to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

**SECTION 3. Recordation.** The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

[NAME OF DEBTOR]

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE A**  
**to**  
**IP SECURITY AGREEMENT**

**SCHEDULE OF PATENTS AND APPLICATIONS**

<u>Pat. No.</u>	<u>Issue Date</u>	<u>Title</u>
5,666,900*	September 16, 1997	Method and Apparatus for Deploying an Expendable Autonomous Underwater Vehicle from a Submarine
5,600,087	February 4, 1997	Field Programmable Expendable Underwater Vehicle
5,555,518	September 10, 1996	Depth Sensing Expendable Oceanographic Probes
5,537,947**	July 23, 1996	Expendable Underwater Vehicle
5,493,627	February 20, 1996	Waveguide Pack
5,490,473**	February 13, 1996	Expendable Underwater Vehicle
5,487,350	January 30, 1996	Expendable Underwater Vehicle
5,406,294	April 11, 1995	Floating Antenna System
5,191,790	March 9, 1993	Carrier
5,173,690	December 22, 1992	Passive Ranging System Utilizing Range Tone Signals
5,107,261	April 21, 1992	Passive Ranging System for Radiosondes
5,046,359	September 10, 1991	Underwater Launched Carrier
4,980,696	December 25, 1990	Radome for Enclosing a Microwave Antenna
4,956,646	September 11, 1990	Deployment Apparatus and Method for Radiosondes
4,893,508	January 16, 1990	Humidity Sensing Apparatus and Method Therefor
4,854,728	August 8, 1989	Seawater Probe

\*Co-owned with Sonatech, Inc.

\*\*In accordance with the Settlement Agreement executed in December, 1999, to settle the patent infringement lawsuit in the United States District Court for the District of Massachusetts, captioned Sippican, Inc. v. Sechan Electronics, Inc., Civil Action No. 99-1070S-RCL, Sechan may without limitation manufacture for, sell to, and offer for sale to the United States Department of Defense, aircraft-launched and surface-ship launched anti-submarine warfare training targets covered by any claim of these patents, including but not limited to Sechan's MK39 MOD 0 EMATT, MK39 MOD 1 EMATT, and SEAMATT products or any product substantially similar, however designated.

**SCHEDULE B**  
**to**  
**IP SECURITY AGREEMENT**

**SCHEDULE OF TRADEMARKS**

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DC\_DOC\S\445473.2[W2000]

C:\DOC\S\445473.2[W2000]

**RECORDED: 04/30/2002**

**TRADEMARK**  
**REEL: 002504 FRAME: 0069**