

04-17-2003



Key Docket No.: 38859-004

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

4-14-03 102422130 TRADEMARKS

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.

<p>1. Name of conveying party(ies): JPMorgan Chase Bank The Bank of New York Fleet National Bank</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State New York; New York; Rhode Island <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies) Name: <u>ILC Data Device Corporation</u> Internal Address: _____ Street Address: <u>105 Wilbur Place</u> City: <u>Bohemia</u> State: <u>NY</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>March 28, 2003</u></p>		<p style="writing-mode: vertical-rl; transform: rotate(180deg);">OFFICE OF PRINCIPAL RECORDS APR 14 PM 3:53 FINANCE SECTION</p>	
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>74/557,037 75/654,653</u></p> <p>B. Trademark Registration No.(s) <u>830,114; 1,176,957; 1,176,981; 1,179,898; 1,635,329; 2,058,821; 2,062,429</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Charles Guttman, Esq.</u> Internal Address: _____ <u>Proskauer Rose LLP</u> _____ Street Address: _____ <u>1585 Broadway</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-8299</u></p>		<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>\$240.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>16-2500</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature. <i>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.</i></p> <p><u>Charles Guttman</u> <u></u> <u>April 8, 2003</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: 6</p>			

04/16/2003 ECODPER 00000202 162500 74557037
01 FC:8521 44.00 CH
02 FC:8522 200.00 CH

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

TRADEMARK REEL: 002712 FRAME: 0766

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

WHEREAS, JPMorgan Chase Bank (successor to The Chase Manhattan Bank), having a mailing address at 1 Chase Manhattan Plaza, New York, New York 10081, as agent for itself and for The Bank of New York, having a mailing address of 1401 Franklin Avenue, Garden City, New York 11530 and Fleet National Bank (formerly known as Fleet Bank, N.A.) having a mailing address at 300 Broad Hollow Road, Melville, New York 11747 (in such capacity, the "Assignor"), is, by reason of a Patent and Trademark Collateral Assignment and Security Agreement dated July 22, 1999 between ILC DATA DEVICE CORPORATION (by change of name effective April 19, 1999, now called DATA DEVICE CORPORATION) and JPMorgan Chase Bank (successor to The Chase Manhattan Bank), as agent for itself and The Bank of New York and Fleet National Bank (formerly known as Fleet Bank, N.A.), the present title owner of (a) those U.S. trademark applications and/or registrations identified in Schedule A attached hereto (attached Schedule A is a copy of the Schedule A of said Agreement dated July 22, 1999 and the status information is thus current only as of July 22, 1999); and (b) those U.S. patents and/or patent applications identified in Schedule A attached hereto, free of any security interest;

AND WHEREAS, ILC DATA DEVICE CORPORATION, having a mailing address of 105 Wilbur Place, Bohemia, New York 11716 ("Assignee"), has satisfied the terms of said Patent and Trademark Collateral Assignment and Security Agreement dated July 22, 1999 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, free of any security interest;

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;

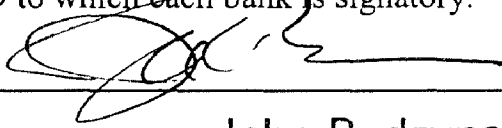
WHEREAS, THE ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING. DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS ASSIGNMENT OR THE

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 (and all other trademarks, trademark applications, trademark registrations, divisions, renewals, and extensions, obtained by said Assignee after the date of said Agreement of July 22, 1999) 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 A (and all other new patentable inventions, patent applications, patents, reissues, divisions, continuations, continuations-in-part and improvements, obtained by said Assignee after the date of said Agreement of July 22, 1999) and does hereby release its security interest in and to said trademark applications and/or registrations identified in Schedule A, said patents and/or patent applications identified in Schedule A, said all other trademarks, trademark applications, trademark registrations, divisions, renewals, and extensions, and said all other new patentable inventions, patent applications, patents, reissues, divisions, continuations, continuations-in-part and improvements, without recourse, representation or warranty to said Assignee.

IN WITNESS WHEREOF, the Assignor has hereunder executed this instrument this 28 day of March, 2003.

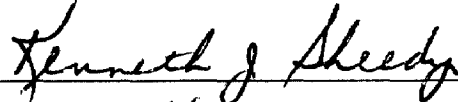
JPMorgan Chase Bank (successor to The Chase Manhattan Bank), as agent for itself, The Bank of New York and Fleet National Bank (formerly known as Fleet Bank, N.A.) via Appointment of Agency pursuant to that certain Agreement dated as of July 22, 1999 to which each bank is signatory.

By: 

(Print Name): John Budzynski
Vice President

Title: _____

DATA DEVICE CORPORATION

By: 

(Print Name): KENNETH J. SHEEDY

Title: VICE PRESIDENT

SCHEDULE A

Patents to Data Device Corporation			
Patent Number	Issue Date	Maintenance Fee Status	Assignment Status
4,035,833	7/12/77	None required: filed before 12/11/80	Security interest recorded
4,119,959	10/10/78	None required: filed before 12/11/80	Security interest recorded
4,130,875	12/19/78	None required: filed before 12/11/80	Security interest recorded
4,156,794	5/29/79	None required: filed before 12/11/80	Security interest recorded
4,208,698	6/17/80	None required: filed before 12/11/80	Security interest recorded
4,358,741	11/9/82	None required: filed before-12/11/80	Security interest recorded
4,366,469	12/12/82	None required: filed before 12/11/80	Security interest recorded
4,389,669	6/21/83	All maintenance fees paid	Security interest recorded
4,417,352	11/22/83	None required: filed before 12/11/80	Security interest recorded
D.255,433	6/17/80	None required: Design patent	Security interest recorded
5,901,044	5/4/99	Not yet due	

SCHEDULE A

(continued)

Patent Applications to Data Device Corporation			
Serial Number	Filing Date	Status	Assignment Status
08/148,838	filed 11/5/93	Issued on 6/11/96 as USPN 5,526,288	Security interest recorded

Trademark Registrations to ILC Data Device Corporation:			
Registration Number	Registration Date	Status	Assignment Status
830,114	6/13/67	Renewed in 1987	Security interest recorded
1,176,957	11/10/81	Sections 8 and 15 affidavits filed in 1987/accepted	Security interest recorded
1,176,981	11/10/81	Sections 8 and 15 affidavits filed in 1987/accepted	Security interest recorded
1,179,898	12/1/81	Sections 8 and 15 affidavits filed in 1987/accepted	Security interest recorded
1,635,329	2/19/91	Sections 8 and 15 affidavits filed in 1997/accepted	Security interest recorded
2,058,821	5/6/97	Still in first term	Security interest recorded

SCHEDULE A
(continued)

Trademark Applications to ILC Data Device Corporation:			
Application Number	Filing Date	Status	Assignment Status
74/355,836 2,062,429	Filed 2/5/93 Issued 5/20/97	Opposition #101419 dismissed 4/1/97	Security interest recorded
74/557,037	Filed 8/4/94	Opposition #102,947 filed 8/28/96	No deed on record
75/654,653	Filed 3/5/99	Pending	No deed on record