

10-01-2003



102563597

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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 9-29-03
 Esterline Technologies Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and Address of receiving party(ies)

Name: Wachovia Bank, N.A.
 Internal
 Address: One Wachovia Center
 Street Address: 301 South College Street
 City: Charlotte State: NC Zip: 28288

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: _____
 Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 11, 2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

RECEIVED
 SEP 29 AM 8:00
 DPR/FINANCE

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

Name: Intellectual Property Docketing
 Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41)..... \$ 1,815.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(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.

Warren L. Nachlis September 19, 2003
 Name of Person Signing Signature Date

09/30/2003 BY: WARREN L. NACHLIS
 01 FC:8521 40.00
 02 FC:8522 1775.00

Total number of pages including cover sheet, attachments, and document: 23

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

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

2. Name of conveying party(ies):

Advanced Input Devices, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

3. Name of conveying party(ies):

Armtec Countermeasures Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

4. Name of conveying party(ies):

Armtec Defense Products Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

5. Name of conveying party(ies):

Boyar-Schultz Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

6. Name of conveying party(ies):

BVR Technologies Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

7. Name of conveying party(ies):

Excellon Automation Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

8. Name of conveying party(ies):

Fluid Regulators Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

9. Name of conveying party(ies):

Kirkhill-TA Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

10. Name of conveying party(ies):

Korry Electronics Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

11. Name of conveying party(ies):

Memtron Technologies Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

12. Name of conveying party(ies):

Norwich Aero Products, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

13. Name of conveying party(ies):

Pressure Systems, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

14. Name of conveying party(ies):

W.A. Whitney Co.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State

Continuation of Box 4:

Application Numbers

76/302,245	76/302,241	76/302,237	78/089,147	78/255,365	75/724,941
76/302,244	76/302,240	76/302,235	78/244,641	78/255,374	78/121,444 ✓
76/302,243	76/302,239	76/302,232	78/255,356	78/255,379	78/217,185
76/302,242	76/302,238	78/089,148	78/255,362	76/301,038	78/217,174

Registration Numbers

2,382,471	2,634,780	0,761,921	2,671,405	1,847,580	1,899,694
1,330,604	2,653,887	1,747,902	0,858,855	1,390,622	1,410,227
1,721,685	2,708,616	1,905,295	1,615,474	2,452,239	1,283,172
1,421,746	1,847,580	2,585,206	0,739,665	2,706,459	1,436,278
1,343,628	1,411,100	2,594,288	2,634,779	1,030,557	2,304,192
2,380,697	2,642,260	2,658,675	2,634,780	1,192,978	2,304,181
0,743,755	1,855,681	1,775,515	2,653,887	1,805,120	2,108,551
2,634,779	0,834,690	2,668,319	2,708,616	1,451,897	2,396,374

NO ADDITIONAL PAGES

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 June 11, 2003, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Wachovia Bank, National Association ("*Wachovia*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Esterline Technologies Corporation, a Delaware corporation, has entered into a Credit Agreement dated as of June 11, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Wachovia, as Administrative Agent and as Collateral Agent, and the Lender Parties party 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 Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated June 11, 2003 made by the Grantors to the Collateral Agent (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 Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government office record this IP Security Agreement.


SECTION 4. Execution in Counterparts. This IP Security 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

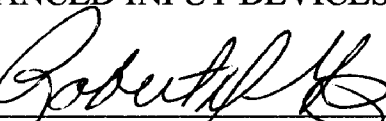
ESTERLINE TECHNOLOGIES CORPORATION

By 
Name: Robert D. George
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

Address for Notices:

10800 NE 8th Street
Bellevue, WA 98004

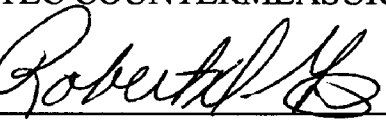
ADVANCED INPUT DEVICES, INC.

By 
Name: Robert D. George
Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation
10800 NE 8th Street
Bellevue, WA 98004

ARMTEC COUNTERMEASURES CO.

By 
Name: Robert D. George
Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation
10800 NE 8th Street
Bellevue, WA 98004

ARMTEC DEFENSE PRODUCTS CO.

By 

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

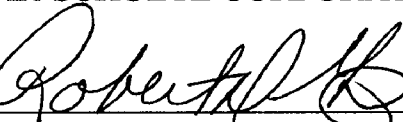
Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

BOYAR-SCHULTZ CORPORATION

By 

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

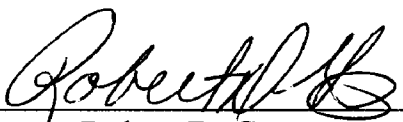
Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

BVR TECHNOLOGIES CO.

By 

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

EXCELLON AUTOMATION CO.

By 

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

FLUID REGULATORS CORPORATION

By 

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

KIRKHILL-TA CO.

By 

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

KORRY ELECTRONICS CO.

By  _____

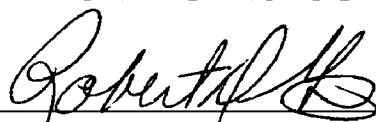
Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation
10800 NE 8th Street
Bellevue, WA 98004

MEMTRON TECHNOLOGIES CO.

By  _____

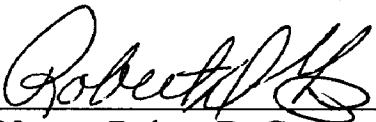
Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation
10800 NE 8th Street
Bellevue, WA 98004

NORWICH AERO PRODUCTS, INC.

By  _____

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation
10800 NE 8th Street
Bellevue, WA 98004

PRESSURE SYSTEMS, INC.

By  _____

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

W.A. WHITNEY CO.

By  _____

Name: Robert D. George

Title: Vice President, Secretary and Treasurer

Address for Notices:

c/o Esterline Technologies Corporation

10800 NE 8th Street

Bellevue, WA 98004

**Schedule A
to Intellectual Property Security Agreement**

PATENTS

<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Advanced Input Devices	Backlit Full Travel Key Assembly		10/082,806	02/21/02	
Advanced Input Devices	Backlit Full Travel Key Assembly		PCT/03/05027	02/20/03	
Advanced Input Devices	Double Shuttle Diffusion Printer	4,922,816		07/24/86	05/08/90
Advanced Input Devices	Simultaneous Multisurface Diffusion Printer	4,644,030		09/30/85	05/12/87
Advanced Input Devices	Rocker Key Elastomer Dome Keyboard	4,618,744		04/29/85	10/21/86
Advanced Input Devices	Combination Keyboard	4,523,060		11/17/83	06/11/85
Armtec Countermeasures Co. (from BAE)	Pyrotechnic Composition an Uses Therefor		08/924,039	08/29/94	
Armtec Defense Products Co.	Combustible Cased Telescoped Ammunition Assembly		10/305,932	11/27/01	
Armtec Defense Products Co.	Combustible Cased Telescoped Ammunition Assembly		PCT/02/38172	11/27/01	
Armtec Defense Products Co.	Sabot-Launched Delivery Apparatus for Non-Lethal Payload		10/305,931	11/27/02	
Armtec Defense Products Co.	Sabot-Launched Delivery Apparatus for Non-Lethal Payload		PCT/02/38033	11/27/02	
Armtec Defense Products Co.	Ammunition Round Assembly with Combustible Cartridge Case		10/278,716	10/22/02	
Armtec Defense Products Co.	Ammunition Round Assembly with Combustible Cartridge Case		PCT/02/33906	10/22/02	
Armtec Defense Products Co.	Ammunition Packaging	6,082,529		08/07/97	07/04/00

<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Armtec Defense Products Co.	Fiber Under Foil Chaff Coil	4,763,127		01/24/86	08/09/88
BVR Technologies Co.	360 Degree Shaft Angle Sensing and Remote Indicating System Using a Two-Axis Magnetoresistive Microcircuit	6,326,781		01/11/99	12/04/01
BVR Technologies Co.	Methods and Apparatus for Sensing Angular Position and Speed of a Rotatable Shaft Utilizing Linearized Annular Magnet and Commutated Ratiometric Hall Sensors		10/087,322	02/28/02	
BVR Technologies Co.	Methods and Apparatus for Sensing Angular Position of a Rotatable Shaft		10/367,459	02/14/03	
BVR Technologies Co.	Methods and Apparatus for Sensing Angular Position of a Rotatable Shaft		PCT/03/04673	02/14/03	
Esterline Technologies Corporation	Method of Producing a Molded Woven Cable	5,560,884		03/21/94	10/01/96
Esterline Technologies Corporation	Molded Cable, Preform for Making and Method of Making	5,596,175		07/01/95	01/21/97
Esterline Technologies Corporation	Molded Woven Cabling and a Method of Production	5,331,115		11/23/92	07/19/94
Esterline Technologies Corporation	Pyrotechnic Compositions and Uses Therefore	6,427,599		TBD	
Fluid Regulators	Control System for Fluid Pressure Operated Actuator	4,840,031		05/05/87	06/20/89
Kirkhill-TA Co.	Self-Sealing Grommet Assembly		10/065,234	09/26/02	
Kirkhill-TA Co.	Apparatus and Method of Making Molded EMI Protective Components		10/243,199	09/12/02	
Kirkhill-TA Co.	Cable Clamp	5,220,710		08/15/91	06/22/93

<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Kirkhill-TA Co.	Sealing Arrangement for Bulkhead	5,071,143		07/06/89	12/10/91
Kirkhill-TA Co.	Sealing Elements	6,119,305		12/19/97	09/19/00
Kirkhill-TA Co.	Apparatus and Method for Supporting and/or Holding a Payload	6,105,907		12/19/98	08/22/00
Korry Electronics Co.	Mold with Metal Oxide Surface Compatible with Ionic Release Agents		09/769,014	01/19/01	
Korry Electronics Co.	Mold with Metal Oxide Surface Compatible with Ionic Release Agents		09/785,667	02/16/01	
Korry Electronics Co.	Ultrasonic Assisted Deposition of Anti-Stick Films on Metal Oxides		09/930,111	08/14/01	
Korry Electronics Co.	Fluorescent Lamp with Integral Conductive Traces for Extending Low-End Luminance and Heating the Lamp Tube	6,191,539		03/26/99	02/20/01
Korry Electronics Co.	NVG-Compatible AMLCD Backlight Having a Ridged Prismatic TIR with an Embedded Diffuser Doped with an IR Absorbing Dye	6,100,952		06/04/97	08/08/00
Korry Electronics Co.	Hall Effect Sensor Lighted Pushbutton Switch	6,097,272		11/17/98	08/01/00
Korry Electronics Co.	Lighted Push Button Switch	6,028,279		02/25/99	02/22/00
Korry Electronics Co.	Incandescent Bulb Luminance Matching Led Circuit	5,929,568		07/08/97	07/27/99
Korry Electronics Co.	Hybrid Luminosity Control System for a Fluorescent Lamp	5,909,085		03/17/97	06/01/99
Korry Electronics Co.	Dimming Circuit for Dual Display Aircraft Instruments	5,049,869		06/19/89	09/17/91
Korry Electronics Co.	Wavelength Encoded Optical Switches	4,878,722		06/24/88	11/07/89

<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Pressure Systems, Inc.	Vibrating Beam Force sensor having improved productivity	6450032		03/14/00	09/17/02
Pressure Systems, Inc.	Electronic Pressure Scanner	4753105		01/22/87	06/28/88
W.A. Whitney Co.	Cube Corner Laser Beam Retroreflector Apparatus for a Laser Equipped Machine Tool	6,531,680		04/06/01	03/11/03
W.A. Whitney Co.	Laser Beam Position Control Apparatus for a CNC Laser Equipped Machine Tool	6,528,762		02/12/01	03/04/03
W.A. Whitney Co.	Heavy-Duty Plate Laser with Linear Motors for X and Y Position Control	6,462,301		09/13/00	10/08/02
W.A. Whitney Co.	Real Time Control of Laser Beam Characteristics in a Laser-Equipped Machine Tool	6,392,192		09/15/99	05/21/02
W.A. Whitney Co.	Method and Apparatus for Controlling a Laser-Equipped Machine Tool to Prevent Self-Burning	6,455,807		06/26/00	09/24/02
W.A. Whitney Co.	Slug Collection and Removal System for a Laser-Equipped Heavy Duty Machine Tool	6,437,286		08/25/00	08/20/02
W.A. Whitney Co.	Laser-Equipped Machine Tool Having a Retractable Scrap Removal System	6,127,648		04/30/99	10/03/00
W.A. Whitney Co.	Insulated Slag Collection Bed for a Laser-Equipped Machine Tool	6,246,025		04/30/99	06/12/01
W.A. Whitney Co.	Heavy-Duty Laser Plate Cutting Machine	6,420,674		08/10/00	07/16/02
W.A. Whitney Co.	Air Handling System for a Laser Equipped Machine Tool	6,229,112		04/30/99	05/08/01
W.A. Whitney Co.	Laser-Equipped Machine Tool Cutting Head with Pressurized Counter Balance	6,204,473		04/30/99	03/20/01
W.A. Whitney Co.	Reflective Laser Collimator	6,128,138		07/15/99	10/03/00

<u>Grantor</u>	<u>Patent Titles</u>	<u>Patent No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
W.A. Whitney Co.	Punch Press with High-Energy Thermal Cutting Device and Improved Slag Collection System	5,763,852		09/04/96	06/09/98
W.A. Whitney Co.	Punch Press with Tool Changer	5,669,866		06/10/96	09/23/97
W.A. Whitney Co.	Apparatus for Adjusting the Stand-Off Height of a Plasma Arc Torch or the Like	5,468,929		12/22/94	11/21/95
W.A. Whitney Co.	Indexable Marking Tool for Use with a Punch Press	5,382,102		09/28/93	01/17/95
W.A. Whitney Co.	Cutter for Removing Dross Produced by a Plasma Arc Torch	5,266,775		10/15/92	11/30/93
W.A. Whitney Co.	Lifting Hand for a Punch Press Tool Changer	4,860,428		01/09/87	08/29/89
W.A. Whitney Co.	Tool Changing Apparatus for a Punch Press	4,649,622		01/04/84	03/17/87
W.A. Whitney Co.	Punch Press with Automatic Tool Changer	4,486,941		08/01/83	12/11/84

TRADEMARK
REEL: 002829 FRAME: 0814

**Schedule B
to Intellectual Property Security Agreement**

TRADEMARKS

<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Applic. Date</u>	<u>Registration Date</u>
Advanced Input Devices	AID & Design	2,382,471	75/629,439	01/28/1999	09/05/2000
Advanced Input Devices	AID & Design	1,330,604	73/424,125	05/02/1983	04/16/1985
Advanced Input Devices	ERGOKEY	1,721,685	74/245,239	02/07/1992	10/29/1992
Advanced Input Devices	MICROKEY	1,421,746	73/424,995	05/09/1983	12/23/1986
Advanced Input Devices	PANELKEY	1,343,628	73/425,165	05/09/1983	06/18/1985
Advanced Input Devices	PUTTING CONTROL IN YOUR HANDS	2,380,697	75/629,041	01/28/1999	08/29/2000
Boyar-Schultz Corp.	CHALLENGER	0,743,755	72/139,380	03/08/1962	01/15/1963
Esterline Technologies Corporation	W.A. WHITNEY	2,634,779	76/300,963	08/17/2001	10/15/2002
Esterline Technologies Corporation	W.A. WHITNEY	2,634,780	76/300,964	08/17/2001	10/15/2002
Esterline Technologies Corporation	W.A. WHITNEY	2,653,887	76/300,966	08/17/2001	11/26/2002
Esterline Technologies Corporation	W.A. WHITNEY	2,708,616	76/300,965	08/17/2001	04/22/2003
Esterline Technologies Corporation	WHITNEY	1,847,580	74/448,561	08/24/1993	08/02/1994
Esterline Technologies Corporation	ADVANCED INPUT DEVICES	1,411,100	73/522,378	02/15/1985	09/30/1986

<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Applic. Date</u>	<u>Registration Date</u>
Esterline Technologies Corporation	ADVANCED INPUT DEVICES	2,642,260	76/283,610	07/10/2001	10/29/2002
Esterline Technologies Corporation	ARMTEC	1,855,681	74/448,560	10/19/1993	09/27/1994
Esterline Technologies Corporation	AUXITROL	0834690	72/211,369	02/04/1965	09/05/1967
Esterline Technologies Corporation	E & Design	0,761,921	72/133,947	12/13/1961	12/24/1963
Esterline Technologies Corporation	ESCI	1,747,902	74/118,380	11/27/1990	01/19/1993
Esterline Technologies Corporation	ESTERLINE	1,905,295	74/448,567	10/19/1993	07/18/1995
Esterline Technologies Corporation	ESTERLINE	2,585,206	76/302,236	08/17/2001	06/25/2002
Esterline Technologies Corporation	ESTERLINE	2,594,288	76/302,233	08/17/2001	07/16/2002
Esterline Technologies Corporation	ESTERLINE	2,658,675	76/302,234	08/17/2001	12/10/2002
Esterline Technologies Corporation	HYTEK	1,775,515	74/321,225	10/09/1992	06/08/1993
Esterline Technologies Corporation	KIRKHILL	2,668,319	76/283,611	07/10/2001	12/31/2002
Esterline Technologies Corporation	KIRKHILL	2,671,405	76/283,531	07/10/2001	01/07/2003
Esterline Technologies Corporation	KORRY	858,855	72/288,100	01/04/1968	10/22/1968

<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Applic. Date</u>	<u>Registration Date</u>
Esterline Technologies Corporation	KORRY	1,615,474	73/771,550	12/27/1988	10/02/1990
Esterline Technologies Corporation	KORRY AND DESIGN	739,665	72/126,873	08/29/1961	10/23/1962
Esterline Technologies Corporation	W.A. WHITNEY	2,634,779	76/300,963	08/17/2001	10/15/2002
Esterline Technologies Corporation	W.A. WHITNEY	2,634,779	76/300,964	08/17/2001	10/15/2002
Esterline Technologies Corporation	W.A. WHITNEY	2,653,887	76/300,966	08/17/2001	11/26/2002
Esterline Technologies Corporation	W.A. WHITNEY	2,708,616	76/300,965	08/17/2001	04/22/2003
Esterline Technologies Corporation	WHITNEY	1,847,580	74/448,561	08/24/1993	08/02/1994
Esterline Technologies Corporation	CRITON		76/302,245	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,244	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,243	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,242	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,241	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,240	08/17/2001	

<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Applic. Date</u>	<u>Registration Date</u>
Esterline Technologies Corporation	CRITON		76/302,239	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,238	08/17/2001	
Esterline Technologies Corporation	CRITON		76/302,237	08/17/2001	
Esterline Technologies Corporation	ESTERLINE		76/302,235	08/17/2001	
Esterline Technologies Corporation	ESTERLINE		76/302,232	08/17/2001	
Esterline Technologies Corporation	ESTERLINE		78/089,148	10/18/2001	
Esterline Technologies Corporation	ESTERLINE		78/089,147	10/18/2001	
Esterline Technologies Corporation	JANCO		78/244,641	05/01/2003	
Esterline Technologies Corporation	KIRKHILL-TA		78/255,356	05/28/2003	
Esterline Technologies Corporation	KIRKHILL-TA		78/255,362	05/28/2003	
Esterline Technologies Corporation	KIRKHILL-TA		78/255,365	05/28/2003	
Esterline Technologies Corporation	KIRKHILL-TA		78/255,374	05/28/2003	
Esterline Technologies Corporation	KIRKHILL-TA		78/255,379	05/28/2003	

<u>Grantor</u>	<u>Mark Name</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Applic. Date</u>	<u>Registration Date</u>
Esterline Technologies Corporation	SURFTECH		76/301,038	08/17/2001	
Kirkhill-TA Co.	CABLE SAFE	1,390,622	73/557,448	09/09/1985	04/22/1986
Kirkhill-TA Co.	FAST BLOCK	2,452,239	75/724,939	06/09/1999	05/15/2001
Kirkhill-TA Co.	TA	2,706,459	76/348,419	12/13/2001	04/15/2003
Kirkhill-TA Co.	TA & Design	1,030,557	73/034,947	10/18/1974	01/20/1976
Kirkhill-TA Co.	TA & Design	1,192,978	73/301,193	03/16/1981	04/06/1982
Kirkhill-TA Co.	EXTREME HEAT		75/724,941	06/09/1999	
Kirkhill-TA Co.	STRETCH TAPE		78/121/444	04/12/2002	
Korry Electronics Co.	CHROMA-LUX	1,805,120	74/053,054	04/26/1999	11/16/1993
Korry Electronics Co.	DVL	1,451,897	73/631,525	11/19/1986	08/11/1987
Korry Electronics Co.	NIGHT-SHIELD	1,899,694	74/430,398	08/26/1993	06/13/1995
Memtron Technologies Co.	IN TOUCH WITH YOUR TECHNOLOGY	1,410,227	73/578,738	01/13/1986	09/23/1986
Memtron Technologies Co.	MEMTRON	1,283,172	73/419,283	03/29/1983	06/26/1984
Memtron Technologies Co.	POST-TAC	1,436,278	73/578,739	01/13/1986	04/14/1987
Norwich Aero Products, Inc.	NORWICH AERO PRODUCTS, INC. design	2304192	75592384	11/19/1998	12/28/1999
Norwich Aero Products, Inc.	N design	2304181	75591314	11/18/1998	12/28/1999
Norwich Aero Products, Inc.	SURESEAL design	2108551	75120383	06/17/1996	10/28/1997

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W.A. Whitney Co.	36TC		78/217,185	02/20/2003	
W.A. Whitney Co.	44TC		78/217,174	02/20/2003	
W.A. Whitney Co.	ILC & Design	2,396,374	75/567,592	10/08/1998	10/17/2000

**Schedule C
to Intellectual Property Security Agreement**

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None.