

12-21-2000

04-11-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Patent & TMOfo/TM Mail Rept. Dt. #40



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**RECORDATION FROM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year

**Conveying Party**

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

01/02/2001 GTDN11 00000008 1723385

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01 FC:481 40.00 DP  
02 FC:482 50.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C., 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C., 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK  
REEL: 002267 FRAME: 0641**

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Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1723385"/>	<input type="text" value="2036573"/>	<input type="text" value="749911"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**


To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Valerie Brennan  
Name of Person Signing

Valerie Brennan  
Signature

12/21/00  
Date Signed

FORM 1594  
 5-931  
 A No. 0631-0911 (REV. 5 JUL 11 1997)  
 Tab settings: = =  
 To the Honorable Commissioner of Patents


07-25-1997  
  
 10114222161

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 US DEPARTMENT OF COMMERCE  
 Patent and Trademark Office  
 482

Name of conveying party(ies): **MRO 7-1197**  
**AAI CORPORATION**  
 York Road and Industry Lane  
 Cockeysville, Maryland 21030  
 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: First Union Commercial Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 1970 Chain Bridge Road  
 City: McLean State: VA ZIP: 22101  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_  
 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: \_\_\_\_\_

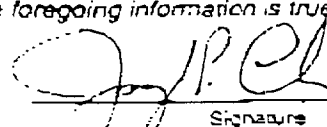
4. Application number(s) or patent No.(s)  
 A. Trademark Application No.(s) \_\_\_\_\_  


B. Trademark Registration No.(s)  
 See Schedule "A" attached hereto.  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Joseph P. Corish, Esquire  
 Internal Address: Beard, Kinney & Norman, P.C.  
07/23/1997 BLDYD 00000149 75149962  
01 FC:481 40.00 DP  
02 FC:482 100.00 BP  
 Street Address: 2000 North 14th Street, #100  
 City: Arlington State: VA ZIP: 22201

6. Total number of applications and registrations involved: 5  
 Enclosed  
 Authorized to be charged to deposit account  
 7. Total fee (37 CFR 3.41): 5  
 8. Deposit account number: \_\_\_\_\_  
 (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.  
Joseph P. Corish  
 Name of Person Signing                       Signature  
 Date: 07/09/97

Total number of pages including cover sheet, attachments, and document: 8  
 Mail documents to be recorded with required cover sheet information to:

SCHEDULE A

AAI CORPORATION

Trademark Numbers:

75149962	SmartSEM		
7036573	[AAI LOGO]		
1723385	FIRETRAINER		
8749911	AAI		
75205811	NEXWOS		

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FIRST AMENDMENT TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS FIRST AMENDMENT TO COLLATERAL ASSIGNMENT OF TRADEMARKS (the "First Amendment") is made as of June 11, 1997, by and between AAI Corporation (the "Assignor"); and FIRST UNION COMMERCIAL CORPORATION (the "Assignee").

RECITALS:

A. By Credit Agreement, dated as of October 13, 1994 (the "1994 Agreement"), by and among the Assignor, First Fidelity Bank, National Association ("First Fidelity") and the Bank of Baltimore, the lenders named therein agreed to make revolving credit loans to the Assignor in an aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000.00), which amount might be increased to up to Thirty Million Dollars (\$30,000,000.00); and

B. The Assignor and First Fidelity, as Agent, executed a certain Collateral Assignment of Trademarks, dated as of October 13, 1994 (the "Assignment"), whereby the Assignor granted a security interest to First Fidelity in the Assignor's Trademarks (as defined in the Assignment) for the purpose of securing the Assignor's obligations under the 1994 Agreement; and

C. The Assignee has acquired all of the rights of First Fidelity and the Bank of Baltimore as the lender under the 1994 Agreement and is the owner and holder of all of the Revolving Credit Notes that are the subject of the 1994 Agreement; and

D. Pursuant to a certain Revolving Line of Credit Loan Agreement, Term Loan Agreement and Security Agreement, of even date herewith ("Credit Agreement"), the Assignor, the Assignee and other parties extended, restructured and restated the 1994 Agreement to provide for a modified credit facility whereby the Assignee provided to the Borrower (hereinafter defined): (i) a revolving loan facility in the maximum principal amount of Seventeen Million, Five Hundred Thousand Dollars (\$17,500,000.00) to be used by the Borrower for working capital and to finance the performance of government contracts (the "Revolving Loan"); and (ii) a term loan facility in the original principal amount of Six Million, Two Hundred and Fifty Thousand Dollars (\$6,250,000.00) (the "Term Loan"); and

E. The Revolving Loan is evidenced by a Revolving Note, of even date (the "Revolving Note"), from the Borrower to the order of the Assignee, in the maximum principal amount of Seventeen Million, Five Hundred Thousand Dollars (\$17,500,000.00); and

F. The Term Loan is evidenced by a Term Note, of even date (the "Term Note"), from the Borrower to the order of the Assignee, in the original principal amount of Six Million, Two Hundred and Fifty Thousand Dollars (\$6,250,000.00) and

TRADEMARK  
REF: 1609 FRAME: 0235

TRADEMARK  
REEL: 002267 FRAME: 0645

5. To induce the Assignee to enter into the Credit Agreement, the Assignor has agreed to amend the Assignment to provide, among other things, that: (i) the security interests heretofore granted by the Assignment shall remain in full force and effect and shall secure payment of the Revolving Note and the Term Note and shall further secure the performance of all of the Borrower's other obligations under the Loan Documents (as defined in the Credit Agreement); and (ii) Schedule A to the Assignment shall be supplemented to show any changes, subsequent to the date of the Assignment, in the Trademarks owned by the Assignor and specifically to assign any new Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained in this First Amendment, and to induce Assignee to enter into the Credit Agreement with the Borrower, the parties agree as follows:

1. Recitals. The Recitals above are incorporated into and constitute a part of this First Amendment.
2. Capitalized Terms. Unless the context otherwise requires, all capitalized terms used in this First Amendment but not defined herein shall have the meanings assigned to them in the Assignment.
3. New Definitions For purposes of this First Amendment:
  - a. "Borrower" means United Industrial Corporation, AAI Corporation, AAI Engineering Support, Inc., AAI Systems Management, Inc., AAI MICROFLITE Simulation International Corporation, AAI/ACL Technologies, Inc., Detroit Stoker Company, Midwest Metallurgical Laboratory, Inc., Neo Products Co., Symtron Systems, Inc., and UIC-DeI. Corporation; and
  - b. "Event of Default," when used in the Assignment or this First Amendment, shall be deemed to refer to an Event of Default, as defined in the Credit Agreement.
4. Beneficiary of Assignment. The Assignor agrees that the Assignee is now the only party secured by the Assignment, that the Assignee has succeeded to all of the rights and the remedies of the "Assignee" under the Assignment, and that the Assignee is the only party entitled to the benefit of the Assignment. All statements in the Assignment that the Assignment is for the "variable benefit of Assignees, Issuing Bank and Noteholders," or any similar phrase indicating that Assignee is not the only beneficiary of the Assignment, are deleted in their entirety or shall be deemed to refer only to the Assignee, as the context may require. All references in the Assignment or in this First Amendment to "Obligations" shall hereafter be deemed to refer to the Borrower's present

UNASSIGNED RIGHTS ARE RESERVED BY THE ASSIGNOR

TRADEMARK  
REEL: 002267 FRAME: 0646

TRADEMARK  
REEL: 002267 FRAME: 0646

and future debts, liabilities and obligations under or in connection with the Revolving Note, the Term Note, the Credit Agreement and the other Loan Documents.

5. Grant of Security Interest. Assignor hereby grants and regrants to Assignee a security interest in the Trademarks to secure the Obligations. The Trademarks are listed in Schedule A attached to this First Amendment and made a part hereof which includes the Trademarks listed in Schedule A to the Assignment.

6. Termination. Section 6 of the Assignment is deleted in its entirety and replaced with the following:

The security interest granted in the Assignment and the First Amendment shall terminate, and assignee shall assign to Assignor all right title and interest in the Trademarks acquired by Assignee pursuant to the terms hereof when: (a) all of the obligations owing to the Lender under the Revolving Note, Term Note or other Loan Documents shall have been satisfied in full; and (b) there exists no commitment by the Assignee that could give rise to any further obligation of the Borrower under the Revolving Note, Term Note or any of the other Loan Documents.

7. Venue for Legal Proceedings. Subject to any provision of this First Amendment requiring that disputes be submitted to arbitration, the Assignor irrevocably consents to the jurisdiction of any state or federal court sitting in the Commonwealth of Virginia over any suit, action, or proceeding arising out of or relating to this First Amendment or the Assignment. The Assignor irrevocably waives, to the fullest extent permitted by law, any objection that the Assignor may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court, or any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Final judgment in any such suit, action, or proceeding brought in any such court shall be conclusive and binding upon the Assignor.

8. Arbitration. PROVISIONS OF THE CREDIT AGREEMENT SPECIFYING THAT CERTAIN DISPUTES BETWEEN THE BORROWER AND THE ASSIGNEE SHALL BE RESOLVED BY BINDING ARBITRATION ARE INCORPORATED INTO THIS FIRST AMENDMENT AND INTO THE ASSIGNMENT BY REFERENCE AND SHALL HAVE THE SAME FORCE AND EFFECT AS IF ADOPTED BY THE ASSIGNOR AND THE ASSIGNEE AND FULLY SET FORTH IN THIS FIRST AMENDMENT AND IN THE ASSIGNMENT

9. Affirmation of Provisions. Except as modified by this First Amendment the provisions of the Assignment are hereby reaffirmed and remain in full force and effect. Assignor

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TRADEMARK  
REEL: 1609 FRAME: 0237

TRADEMARK  
REEL: 002267 FRAME: 0647

warrants that it has no offsets or defenses against the Assignment, as hereby amended.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this First Amendment to Collateral Assignment of Trademarks as of the date and year above first written.

AAI CORPORATION

By: *Paul J. Michaud*  
Paul J. Michaud, Vice  
President, CFO and  
Treasurer

FIRST UNION COMMERCIAL CORPORATION

By: *Jeffrey R. McGrath*  
Jeffrey R. McGrath  
Vice President

STATE OF Maryland )  
COUNTY/CITY OF Baltimore ) To-wit:

I, *Dale Hest*, a Notary Public in and for the jurisdiction aforesaid, do certify that Paul J. Michaud, Vice President, CFO and Treasurer of AAI Corporation, whose name is signed to the writing above, bearing date as of June 4, 1997, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 4th day of June, 1997.

*Dale Hest*  
Notary Public

DARLENE J. HASTINGS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires: My Commission Expires December 27, 1997

JOHN B. HARTSON, L.L.P.

TRADEMARK  
REEL: 1609 FRAME: 0238

TRADEMARK  
REEL: 002267 FRAME: 0648



STATE OF Maryland  
COUNTY/CITY OF Frederick

I, Darlene Hastings, a Notary Public in and for the jurisdiction aforesaid, do certify that Jeffrey R. McGrath, as Vice President of First Union Commercial Corporation, whose name is signed to the writing above, bearing date as of June 11, 1997, acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 11th day of June 1997.

Darlene Hastings  
Notary Public

DARLENE J. HASTINGS  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 27, 1997

My Commission Expires:

SCHEDULE A TO FIRST AMENDMENT  
TO COLLATERAL ASSIGNMENT OF TRADEMARKS

(Attached to and made a part of First Amendment to  
Collateral Assignment of Trademarks by and between AAI  
Corporation and First Union Commercial Corporation)

75149962 SmartSIM  
2036573 [AAI LOGO]  
1723385 FIRETRAINER  
0749911 AAI  
75205811 NEXWOS

USER: h3hvf022001/AAI/ASSIGNMENT.AAI

RECORDED: 07/11/1997

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RECORDED: 12/21/2000

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