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Form PTO-1537 FINANCE SECTION RE (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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.

1. Name of conveying party(ies): Merrimac Industries, Inc. 10-14-03
Individual, General Partnership, Corporation-State, Other
Association, Limited Partnership

2. Name and address of receiving party(ies):
Name: The CIT Group/Business Credit, Inc.
Internal Address:
Street Address: 1211 Avenue of the Americas
City: New York State: NY ZIP: 10036

3. Nature of conveyance:
Assignment, Security Agreement, Other: Special Power of Attorney
Merger, Change of Name
Execution Date: 10/08/2003

Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporate-State: Delaware
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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/193,375; 78/193,378; 76/248,771; 76/272,444; 76/272,446; 76/272,448
Additional numbers attached? Yes No

B. Trademark registration No.(s): 1,000,698; 718,174; 2,458,275; 2,458,276; 2,419,453; 2,753,875; 2,453,433 (Supplemental); 2,419,545; 2,419,544; 2,388,874 (Supplemental); 2,759,464; 2,701,530 (Supplemental); 2,637,634 (Supplemental); 2,767,525

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kevin Masucci, Esquire
Internal Address: Stradley Ronon Stevens & Young, LLP
Street Address: 2600 One Commerce Square
City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: 20
7. Total fee (37 CFR 3.41): \$ 515.00
Enclosed, Authorized to be charged to deposit account
8. Deposit account number: NOT APPLICABLE
(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.
Kevin Masucci, Esquire Name of Person Signing
Signature
October 8, 2003 Date
Total number of pages including cover sheet, attachments, and document: 1

10/16/2003 6TON11 00000138 78193375 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 475.00 OP

Security Agreement

Trademarks

WHEREAS, MERRIMAC INDUSTRIES, INC., a Delaware corporation (herein referred to as "Merrimac"), has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule A attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Merrimac is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a Delaware corporation (herein referred to as "Lender"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Lender; and

WHEREAS, pursuant to the Agreement, Merrimac has granted to Lender a security interest in, and mortgage on, all right, title and interest to Merrimac in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Merrimac does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Merrimac does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Merrimac has caused this Agreement to be duly executed by its duly authorized officer as of the 8<sup>th</sup> day of October, 2003.


**MERRIMAC INDUSTRIES, INC.**

By: Robert V. Condon  
Robert V. Condon, Chief Financial Officer  
VICE PRESIDENT, FINANCE

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 8<sup>th</sup> day of October, 2003, before me personally came Robert V. Condon, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of MERRIMAC INDUSTRIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

*and  
VICE  
PRESIDENT,  
FINANCE*

  
Notary Public

ELLEN WARREN  
NOTARY PUBLIC, State of New York  
No. 31-4847374  
Qualified in New York County  
Commission Expires July 31, 2005

SCHEDULE A

Trademarks and Applications

U.S. Registered Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Effective Date</u>	<u>Expiration Date</u>
M (Stylized) Assigned to Merrimac - New Jersey, Inc. 9/26/95	1,000,698	12/31/74 Renewed 12/31/94	12/31/14
MERRIMAC	718,174	7/11/61 Renewed 7/11/01	7/11/21
MICRO-MIX	2,458,275	6/5/01	6/5/21
MINI-MIX	2,458,276	6/5/01	6/5/21
MMFM	2,419,453	1/9/01	1/9/21
MMFM ZAPPER	2,753,875	8/19/03	8/19/23
MULTIMIX	2,453,433 (Supplemental)	5/22/01	5/22/21
MULTI-MIX	2,419,545	1/9/01	1/9/21
MULTI-MIX MICROTECHNOLOGY	2,419,544	1/9/01	1/9/21
ON-LINE CO-DESIGN	2,388,874 (Supplemental)	9/19/00	9/19/20
SIP	2,759,464	9/2/03	9/2/23
SYSTEM IN A PACKAGE	2,701,530 (Supplemental)	3/25/03	3/25/23
TOTAL INTEGRATED PACKAGING SOLUTIONS	2,637,634 (Supplemental)	10/15/02	10/15/22
ZAPPER	2,767,525	9/23/03	9/2/23

U.S. Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comments</u>
INNOVATION THROUGH INTEGRATION	78/193,375	12/11/02	Response to Office Action due 11/8/03
KNOWN GOOD MODULE	78/193,378	12/11/02	Response to Office Action due 11/8/03
MULTI-MIX PICO	76/248,771	4/30/01	Published 12/11/01
MULTI-MIX PICO ZAPPER	76/272,444	6/15/01	Published 4/30/02
MULTI-MIX ZAPPER	76/272,446	6/15/01	Published 4/30/02
PICO ZAPPER	76/272,448	6/15/01	Published 10/9/01

Common Law Trademarks

<u>Mark</u>	<u>Date of First Use</u>	<u>Comments</u>
TIPS		Decided not to register

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
None		

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

KNOW ALL MEN BY THESE PRESENTS, between MERRIMAC INDUSTRIES, INC., having an office at 41 Fairfield Place, West Caldwell, NJ 07006 (hereinafter "**Borrower**"), hereby appoints and constitutes THE CIT GROUP/BUSINESS CREDIT, INC. ("**Lender**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Borrower in and to any trademarks or patents and all registrations, recordings, reissues, continuations, continuations-in-part, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, pursuant to the Lender's exercise of the rights and remedies granted to the Lender under the Financing Agreement dated October 8, 2003.

2. Execution and delivery of any and all documents, statements, certificates or other papers, which Lender, in its sole discretion, deems necessary or advisable to, further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Borrower and Lender of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "**Obligations**", as such term is defined in the Security Agreement.

Dated as of October 21, 2003

MERRIMAC INDUSTRIES, INC.

By: Robert V. Condon  
Robert V. Condon,  
Chief Financial Officer  
VICE PRESIDENT, FINANCE

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 8<sup>th</sup> day of October \_\_, 2003, before me personally came Robert V. Condon, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of MERRIMAC INDUSTRIES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

*and  
VICE PRESIDENT,  
FINANCE*

*Ellen Warren*  
Notary Public

ELLEN WARREN  
NOTARY PUBLIC, State of New York  
No. 31-4847374  
Qualified in New York County  
Commission Expires July 31, 2005

Doc. #724872v.1