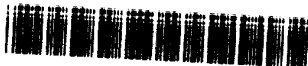


5-1-98

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MAY 1 1998

To the Honorable Commis-
thereof.

and the attached original document or copy

1. Name of conveying party(ies):

CTI Communications, Inc.
2550 Som Center Road
Cleveland, Ohio 44094☐ Individual (s) ☐ Association (banking)
☐ General Partnership ☐ Limited Partnership
☒ Corporation - State of Ohio
☐ Other _____

Name and Address of receiving party(ies)

Name: National City Bank
Internal Address: _____
Street Address: 6 North Main Street
City Dayton State OH Zip 45412☐ Individual (s) citizenship _____
☒ Association a national banking association
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation - State _____
☐ Other _____

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____Execution Date: April 22, 1998If assignee is not domiciled in the United States, a
domestic representative designation is attached:☐ Yes ☐ No ☐ N/A(Designation must be a separate document from
Assignment)Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit attached

Additional numbers attached? ☒ Yes ☐ No5. Name and address of person to whom
correspondence concerning document
should be mailed:Name: Karen K. Hammond, Esq.Internal Address: Porter, Wright, Morris & ArthurStreet Address: 41 South High StreetCity: Columbus State: OH ZIP: 432156. Total number of applications and registrations
involved: 117. Total fee (37 CFR 3.41): \$ 280.00☒ Enclosed☐ Authorized to be charged to deposit account

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 documents.Karen K. Hammond
Name of Person Signing
SignatureApril 30, 1998
DateTotal number of pages comprising cover sheet: 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, DC 20231

05/11/1998 DCDATES 00000101 1051183

Q1 FC:481
FC:482

40.00 OP

250.00 OP

TRADEMARK
REEL: 1724 FRAME: 0924

EXHIBIT

4. Application number(s) or trademark number(s)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,051,183
1,220,696
1,227,399
1,251,003
1,344,024
1,536,292
1,666,596
1,780,122
1,813,473
1,953,164
2,132,455

COLUMBUS/0438412.01

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement") is made as of the 27th day of April, 1998, between CTI Communications, Inc., an Ohio corporation, having mailing addresses at 1711 Commerce Drive, Piqua, Ohio 45356 and 2550 Som Center Road, Cleveland, Ohio 44094 ("Assignor"), and National City Bank having a mailing address at 6 North Main Street, Dayton, Ohio 45412 ("Lender").

PRELIMINARY STATEMENT. Assignor has executed and delivered its certain promissory notes evidencing a Term Loan in the amount of \$1,400,000, Real Estate Mortgage Loan in the amount of \$1,500,000, and a Revolving Commitment in the amount of \$3,050,000 (the "Loans") all as are defined in a certain Credit Agreement dated as of even date herewith, between Assignor and Lender (as amended and modified from time to time, the "Loan Agreement"). In order to induce Lender to execute and deliver the Loan Agreement, Assignor has agreed to grant a security interest in and collaterally assign to Lender certain trademark rights.

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. **Assignment of Trademarks.** (a) To secure the complete and timely satisfaction of the Loans and all other obligations of Assignor to Lender ("Obligations"), Assignor hereby grants, assigns and conveys to Lender a continuing security interest in all of its right, title and interest in and to any and all now owned or existing or hereafter acquired, created or arising trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations, and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by the Assignor in whole or in part in conducting its business and including without limitation the marks, names, applications and registrations which are listed in Exhibit A attached hereto, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (collectively the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

(b) In addition to the grant of a security interest provided in paragraph 1(a), Assignor hereby assigns and conveys to Lender all of its right, title and interest in and to the Trademarks, which assignment and conveyance shall be evidenced by an Assignment of Marks, Registrations and Applications to be executed contemporaneously herewith, as the same may be amended and modified from time to time pursuant to paragraph 4 hereof or otherwise (the "Assignment"); provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action,

upon notice to Assignor by Lender of the occurrence of an Event of Default, and Lender shall be authorized to record the Assignment with the Patent and Trademark Office only upon the furnishing of such notice. Unless and until an Event of Default shall have occurred under the Loan Agreement, Assignor shall own the title to the Trademarks and shall have the exclusive, non-transferable right to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other.

2. Representations and Warranties. Assignor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, are not subject to or a subject of any pending or, to the best of Assignor's knowledge, threatened litigation;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, notice in connection with its use of the Trademarks;

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its publication, marketing and distribution of products sold under the Trademarks;

(h) Exhibit A attached hereto identifies all of the Trademarks that Assignor owns or of which Assignor is entitled to the benefit; and

(i) Assignor agrees not to sell or assign its interest in, or grant any license under the Trademarks, without the prior written consent of Lender.

3. Lender's Right to Inspect. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which publish or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon

reasonable notice to Assignor and at reasonable times during regular business hours. Assignor shall do any and all acts required in good faith by Lender to ensure Assignor's compliance with paragraph 2(g).

4. **Rights to New Trademarks.** If, before the Obligations shall have been satisfied in full and Assignor has no further right to obtain extensions of credit pursuant to the Loan Agreement, Assignor shall obtain rights to any new trade names, trademarks, service marks, designs, or trademark, service mark and trade name registrations or applications, the provisions of paragraph 1 shall automatically apply to such new Trademarks and Assignor shall give Lender prompt written notice thereof.

Assignor authorizes Lender to modify this Agreement, without the signature of Assignor, by amending Exhibit A and the Assignment to include any new Trademarks covered by paragraphs 1 and 4 hereof.

5. **Remedies upon Default.** Upon the occurrence of an Event of Default, as that term is defined in the Loan Agreement, Assignor's ownership and rights in the Trademarks shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Agreement and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

6. **Termination of Agreement.** At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

7. **Fees and Expenses.** Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement or the Obligations.

8. **Duties of the Assignor.** Assignor agrees that, until all of the Obligations shall have been satisfied in full and Assignor shall have no further right to obtain extensions of credit pursuant to the Loan Agreement, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written

consent. Assignor further agrees that at any time and from time to time, at the expense of Assignor, Assignor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Lender may in good faith request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Lender to exercise its rights and remedies hereunder.

Assignor shall have the duty to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and Assignor shall have no further right to obtain extensions of credit pursuant to the Loan Agreement, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. After an Event of Default, the Assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld.

Assignor shall have the right, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 8.

9. Appointment as Attorney-In-Fact. In the event of the occurrence of an Event of Default under the Loan Agreement, Assignor hereby irrevocably authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary to assign, pledge, convey or otherwise transfer or dispose of all of Assignor's right, title and interest in and to the Trademarks to Lender or any other party, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable for the life of this Agreement. The rights and powers conferred upon Lender under this Agreement are solely to protect its interest in the Trademarks and shall not impose any duty upon Lender to exercise any such rights or powers. Lender shall be accountable only for amount that Lender actually receives as a result of the exercise of such rights and powers and neither Lender nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for Lender's own gross negligence or willful misconduct.

10. Right to Enforce Trademarks. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and

IN WITNESS WHEREOF, Assignor and Lender have executed this instrument as of the date set forth above.

Signed and acknowledged
in the presence of:

ASSIGNOR:
CTI COMMUNICATIONS, INC.

Norman R. Goad
R. J. K. Goad

By [Signature]
Its: Chairman

LENDER:
NATIONAL CITY BANK

Norman R. Goad
Linda L. McHenry

By Sharon B. Bennett
Its: Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF OHIO
COUNTY OF MIAMI, SS:

On this 22d day of April, 1998, before me, a Notary Public in and for said County and State, personally appeared William S. Ross, known to me to be the person who as Chairman of CTI Communications, Inc., the company which executed the foregoing instrument, sign the same, and acknowledge to me that he did so sign said instrument in the name and upon behalf of said company as such officer, and by authority of the resolution of its Board of Directors; and that the same is his free act and deed as such officer, and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

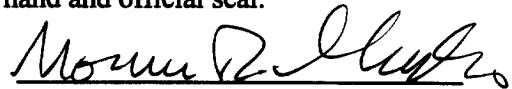
Norman R. Goad
Notary Public

NORMAN R. GOAD, JR., Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

STATE OF OHIO
COUNTY OF MONTGOMERY, SS:

On this 22d day of April, 1998, before me, a Notary Public in and for said County and State, personally appeared Sharon Bennett, who acknowledged herself to be the Vice President of National City Bank, the national banking association which executed the foregoing instrument and who acknowledged that she, as such officer of said association, being duly authorized by the Board of Directors of said association, did execute the foregoing instrument for and on behalf of said association and that such signing is the free act and deed of said association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

DAYTON/0090037.01

NORMAN R. GOAD, JR., Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

NORMAN R. GOAD, JR., Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

EXHIBIT A
SCHEDULE A
Active Federal Registrations

<u>Mark</u>	<u>Reg. No/ Reg. Date:</u>	<u>Goods</u>	<u>Status</u>
THE POWER-STATION	2,132,455 Jan.. 27, 1998	Communication antennas, Int'l Class 9	Registered
WEATHER VANE	1,953,164 Jan. 30, 1996	Weather band antenna, Int'l Class 9	Registered
CONCORDE	1,780,122 July 6, 1993	Mobile antennas, Int'l Class 9	Registered
MICRO-MAG	1,813,473 Dec. 28, 1993	Cellular telephone antennas for releasably mounting on motor vehicles, Int'l Class 9	Registered
OMNI-GAIN	1,666,596 Dec. 3, 1991	Antennas, Int'l Class 9	Registered
PARA DYNAMICS	1,536,292 April 25, 1989	Electronic instruments, namely power scanners, power meters and frequency counters, Int'l Class 9	Registered
ROAD HOG	1,344,024 June 25, 1985	Antennas, Int'l Class 9	Registered
PRO-AM	1,220,696 Dec. 21, 1982	Radio antennas and antenna mounts, Int'l Class 9	Registered
HALF BREED	1,227,399 Feb. 15, 1983	Antennas	Registered
DIAL A MATCH	1,251,003 Sept. 13, 1983	Mobile radio antennas, specifically citizens band antennas, Int'l Class 9	Registered
VALOR	1,051,183 Oct. 26, 1976	Antennas, antenna mounting brackets, phasing harnesses, cables for antennas, and parts thereof, Int'l Class 9	Registered

SCHEDULE B

Other Active Marks

New Power Station™
The Clear Connection™
Marine-Sat.™

SCHEDULE C

Active State Registrations

<u><i>Mark</i></u>	<u><i>State</i></u>	<u><i>Reg. No/ Reg. Date:</i></u>	<u><i>Status</i></u>
VALOR	Ohio	Reg. No. TM7,342 June 2, 1975	Registered
BLACK MAGIC	Ohio	Reg. No. 8,502 Nov. 21, 1978	Registered

DAYTON/0090068.01