

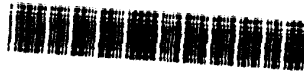
REC

06-12-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings



To the Honorable Commissioner of Pa

100736891

attached original documents or copy thereof.

1. Name of conveying party(ies):

Artecon California

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 5, 1998

2. Name and address of receiving party(ies)

Name: LaSalle National Bank, as agent

Internal Address:

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

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

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s):

A. Trademark Application No.(s)

74/624,130

B. Trademark Registration No.(s)

1,993,223

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

Signature

5/27/98

Date

Total number of pages including cover sheet, attachments, and government:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box 999, Washington, DC 20541

TRADEMARK

REEL: 1739 FRAME: 0643

MRD 6-9-98

1998 JUNE 11 10 00 AM '98

TRADEMARK SECURITY AGREEMENT

WHEREAS, Artecon California, a California corporation ("Grantor"), owns the Trademarks and Trademark applications listed on Schedule 1 annexed hereto, and is a party to any trademark licenses listed on Schedule 1 annexed hereto (the "Trademark Licenses");

WHEREAS, Grantor and LaSalle National Bank, as Agent (together with its successors and assigns, the "Grantee"), and the Lenders are parties to that certain Credit Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"; terms defined in the Credit Agreement and not otherwise defined herein have the respective meanings provided for in the Credit Agreement), providing for extensions of credit to be made to Borrower by the Lenders;

WHEREAS, as a condition to the obligations of the Lenders under the Credit Agreement, Grantor has executed and delivered in favor of Grantee and the Lenders a Guaranty of Payment dated the date hereof (as the same may be amended, restated or otherwise modified from time to time, the "Guaranty"); and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee, for the benefit of Grantee and the Lenders, a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark applications and Trademark Licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto, any Trademark issued pursuant to a Trademark application referred to in Schedule 1 and any Trademark licensed under any Trademark License listed on Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Guaranty. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and the Parent Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its duly authorized officer thereunto as of this 5 day of May, 1998.

ARTECON CALIFORNIA

By: *D. Lambert*

Title: *President*

Acknowledged:

LASALLE NATIONAL BANK,
as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this ___ day of May, 1998.

ARTECON CALIFORNIA

By: _____

Title: _____

Acknowledged:

LASALLE NATIONAL BANK,
as Agent

By: Michael B. B...

Title: FIRST VP

STATE OF California)
) ss
COUNTY OF San Diego)

On this 5 day of May, 1998, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Artecon California, a California corporation, and which executed the above instrument, and that he signed his name thereto by authority of the Board of Directors of said corporation.

Kerry A Claus
Notary Public



Schedule 1 to Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
"Artecon"	U.S. No. 1993223	8/13/96

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
"Artecon"	Japan Application No. 7-81441	10/24/97
"Traverse"	U.S. Application No. 74/624130	12/20/96