

Schedule A

**U.S. TRADE MARKS
B.E.L.-Tronics Limited**

1. REGISTRATIONS

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
RSV	75-075,532 - March 20, 1996	2,048,971 - April 1, 1997
DUAL TRACKING LASER	74-710,622 - August 3, 1995	1,985,673 - July 9, 1996
QUICKDIAL	74-636,080 - February 21, 1995	2,049,650 - April 1, 1997
VG-2 GUARD	74-607,674 - December 6, 1994	1,983,085 - June 25, 1996
DTL	74-481,844 - January 24, 1994	1,915,810 - August 29, 1995
FMT-FUNDAMENTAL MIXER TECHNOLOGY	74-419,225 - August 2, 1993	1,869,304 - December 27, 1994
FMT	74-419,223 - August 2, 1993	1,949,937 - January 23, 1996
LEADERSHIP THROUGH INNOVATION	74-373,784 - March 31, 1993	1,860,310 - October 25, 1994
FULL-DIMENSIONAL SOUND	74-336,374 - December 3, 1992	1,866,250 - December 6, 1994
SWINGMATE	74-291,476 - July 6, 1992	1,874,533 - January 17, 1995

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
LASERALERT	74-266,606 - April 17, 1992	1,811,466 - December 14, 1993
EXPRESS	74-162,864 - May 2, 1991	1,681,876 - April 7, 1992
SHADOW TECHNOLOGY	74-147,192 - March 11, 1991	1,706,363 - August 11, 1992
VECTOR	73-562,563 - October 11, 1985	1,493,929 - June 28, 1988
COMPUHETERODYNE	73-424,909 - May 9, 1983	1,281,393 - June 12, 1984
BEL and DESIGN	73-424,846 - May 6, 1983	1,765,584 - April 20, 1993
MICRO EYE	73-424,715 - May 6, 1983	1,309,767 - December 18, 1984

* * *

2. APPLICATIONS

<u>Trade Mark</u>	<u>Application No./Date</u>
MULTILINK	74-621,705 - January 17, 1995
ACCU-RATE Stylized Letters	74-419,224 - August 2, 1993
LEGEND	74-005,430 - November 27, 1989

FMT	74-005,429 - November 27, 1989
RSV	74-005,428 - November 27, 1989
FMT - FUNDAMENTAL MIXER TECHNOLOGY	74-005,427 - November 27, 1989
RSV - RADAR SIGNAL VERIFICATION	74-005,426 - November 27, 1989
SAFETY ALERT	793,669 - September 28, 1995

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3. ABANDONED

<u>Trade Mark</u>	<u>Application No./Date</u>
PREFERRED CALLER MEMORY BLOCK REJECT	74-607,675 - December 6, 1994 74-607,673 - December 6, 1994
QUICK DIAL	74-607,672 - December 6, 1994
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	74-607,671 - December 6, 1994
DUAL TRACKING LASER	74-481,841 - January 24, 1994
CALL REJECT	74-336,369 - December 3, 1992
BLOCK BUSTER	74-336,352 - December 3, 1992
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	74-297,276 - July 24, 1992

SWING MASTER and DESIGN	74-246,482 - February 14, 1992
SWING MASTER	74-246,356 - February 14, 1992
LASER	74-237,494 - January 14, 1992
ALLBAND	74-221,411 - November 14, 1991
THREE BAND PLUS	74,221,410 - November 14, 1991
BEL BEL-TRONICS and DESIGN	74-147,143 - March 11, 1991
ST	74-147,142 - March 11, 1991
PATRIOT	74-139,926 - February 19, 1991
VG-2	74-114,666 - November 13, 1990
THE LOOP	74-102,008 - October 1, 1990
QUANTUM	73-665,708 - June 10, 1987 1,515,183 - December 6, 1988 (R)
SIGNAL CONCENTRATOR	73-542,535 - June 11, 1985 1,378,984 - January 21, 1986 (R)

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2
3 **TRADEMARK AND TRADEMARK**
4 **APPLICATIONS SECURITY AGREEMENT**

Gordon Brothers Partners, Inc.

5
6
7
8 November 5, 1997
9

10 This Trademark and Trademark Application Security Agreement (the "**TM Security**
11 **Agreement**") is made as of the 5th day of November, by BEL-Tronics Radar Limited Partnership I, a
12 Delaware limited partnership with its principal executive offices at 8100 Sagl Parkway, Covington,
13 Georgia 30309 (the "**Obligor**"), in favor of Gordon Brothers Partners, Inc. (the "**Lender**"), a
14 Delaware corporation with its principal executive offices at 40 Broad Street, Boston,
15 Massachusetts 02109.

16 **RECITALS**

17 WHEREAS, the Obligor has guaranteed certain liabilities to the Lender as an inducement for
18 the Lender to make certain loans to the "Borrowers", being BEL-Tronics L.L.C., a Delaware limited
19 liability company, BEL-Tronics CSD Company, a Nova Scotia unlimited liability company, and BEL-
20 Tronics CB Sales Company, a Nova Scotia unlimited liability company pursuant to a certain Loan
21 Agreement of even date (as such agreement may be modified, supplemented, amended or restated
22 from time to time, hereinafter, the "**Loan Agreement**"), made between the Borrowers and the
23 Lender.

24 WHEREAS, as a condition, among others, to the establishment of the credit facility
25 contemplated by the Loan Agreement, and to further secure the Obligations (as defined therein),
26 the Obligor has executed this TM Security Agreement.

27 NOW THEREFORE, For good and valuable consideration, the receipt and sufficiency of
28 which are acknowledged, the Obligor and the Lender agree as follows:

29 1. Terms used herein which are defined in the Loan Agreement are used as so defined.
30 2. To secure the Obligations and the Obligor's Guaranty of the Liabilities (as defined in
31 said Guaranty), the Obligor hereby creates a security interest in favor of the Lender, with power of
32 sale (which power of sale shall be exercisable only following the occurrence of an **Event of Default**
33 (as defined in the Loan Agreement and used herein as so defined), in and to the following and all
34 proceeds thereof:

35 (a) All of the Obligor's now owned or existing or hereafter acquired or arising
36 trademarks, trademark applications, service marks, registered service marks and service
37 mark applications including, without limitation, those listed on Schedules A through H
38 annexed hereto and made a part hereof (as such SCHEDULES may be updated or

4 November 1997/

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1 supplemented from time to time, the "**SCHEDULES**"), together with any goodwill connected
2 with and symbolized by any such trademarks, trademark applications, service marks,
3 registered service marks, and service mark applications.

4 (b) All renewals of any of the foregoing.

5 (c) All income, royalties, damages and payments now and hereafter due and/or
6 payable under and with respect to any of the foregoing, including, without limitation,
7 payments under all licenses entered into in connection therewith and damages and
8 payments for past or future infringements or dilutions thereof.

9 (d) The right to sue for past, present and future infringements and dilutions of
10 any of the foregoing.

11 (e) All of Obligor's rights corresponding to any of the foregoing throughout the
12 world.

13 All of the foregoing trademarks, registered trademarks and trademark applications, and service
14 marks, registered service marks and service mark applications described in Subsection 2.(a),
15 together with the items respectively described in Subsections 2.(b) through and including 2.(e) are
16 hereinafter individually and/or collectively referred to as the "**Marks**".

17
18 3. Until this TM Security Agreement is terminated in writing by a duly authorized
19 officer of the Lender, the Obligor shall undertake the following with respect to each Mark:

20 (a) Pay all renewal fees and other fees and costs associated with maintaining
21 the Marks and with the processing of the Marks.

22 (b) At the Obligor's sole cost, expense, and risk, pursue the prompt, diligent,
23 processing of each Application for Registration which is the subject of the security interest
24 created herein and not abandon or delay any such efforts.

25 (c) At the Obligor's sole cost, expense, and risk, take any and all action which
26 Obligor deems desirable to protect the Marks, including, without limitation, but subject to
27 Obligor's discretion, the prosecution and defense of infringement actions.

28
29 4. In the event of

30 (a) the Obligor's failure, within Five (5) days of written notice from the Lender,
31 to cure any failure by the Obligor to perform any of the Obligor's obligations set forth in
32 Section 3, above; and/or

33 (b) the occurrence of any Event of Default,

34 the Lender acting in its own name or in that of the Obligor may (but shall not be required to) act in

1 the Obligor's place and stead and/or in the Lenders' own right in connection therewith.
2

3 5. The Obligor represents and warrants that:

4 (a) The SCHEDULES include all of the registered trademarks, Federal trademark
5 applications, registered service marks and Federal service mark applications now owned by
6 the Obligor.

7 (b) No liens, claims or security interests have been granted in any Mark by the
8 Obligor to any Person other than to the Lender.
9

10 6. In order to further secure the Obligations:

11 (a) The Obligor shall give the Lender written notice (with reasonable detail)
12 within Ten (10) days following the occurrence of any of the following:

13 (i) The Obligor obtains rights to, and files applications for registration
14 of, any new trademarks, or service marks, or otherwise acquires ownership of any
15 newly registered trademarks, registered service marks, trademark applications, or
16 service mark applications, (other than Obligor's right to sell products containing the
17 trademarks of others in the ordinary course of Obligor's business).

18 (ii) The Obligor becomes entitled to the benefit of any registered
19 trademarks, trademark applications, trademark licenses, trademark license renewals,
20 registered service marks, service mark applications, service mark licenses or service
21 mark license renewals whether as licensee or licensor (other than Obligor's right to
22 sell products containing the trademarks of others in the ordinary course of Obligor's
23 business).

24 (iii) The Obligor enters into any new trademark license agreement or
25 service mark license agreement.

26 (b) The provisions of this TM Security Agreement shall automatically apply to
27 any such additional property or rights described in 6.(a), above, all of which shall be
28 deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

29 (c) The Obligor hereby authorizes the Lender to modify this agreement by
30 amending the SCHEDULES to include any future registered trademarks, trademark
31 applications, registered service marks and service mark applications, written notice of
32 which is so given, *provided, however*, the modification of the SCHEDULES shall not be a
33 condition to the creation or perfection of the security interest created hereby.
34

1 7. Upon the occurrence of any Event of Default, the Lender may exercise all rights and
2 remedies of a secured party upon default under the Uniform Commercial Code as adopted in
3 Massachusetts (Massachusetts General Laws, Chapter 106), the Personal Property Security Act
4 (Ontario) (Canada) and any other legal or equitable rights and remedies available to the Lender with
5 respect to the Marks, in addition to which the Lender, subject to the terms of the Loan Agreement,
6 may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively
7 rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the
8 Lender is authorized to exercise such rights and remedies.

9
10 8. The Obligor hereby irrevocably constitutes and designates the Lender as the
11 Obligor's attorney in fact, effective with and upon the Lender's first exercise (the "**First Exercise**")
12 of such powers following the occurrence of any Event of Default:

13 (a) To exercise any of the rights and powers referenced in Section 3.

14 (b) To execute all and singular such instruments, documents, and papers as the
15 Lender determines to be appropriate in connection with the exercise of such rights and
16 remedies and to cause the sale, license, assignment, transfer, or other disposition of the
17 Marks.

18 The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until
19 the within TM Security Agreement is terminated by a duly authorized officer of the Lender, but shall
20 be exercisable only following the occurrence of an Event of Default.

21
22 9. Any use by the Lender of the Marks as authorized hereunder in connection with the
23 exercise of the Lenders' rights and remedies under the within TM Security Agreement and the Loan
24 Agreement shall be coextensive with Obligor's rights thereunder and with respect thereto and
25 without any liability for royalties or other related charges from the Lender to the Obligor. Such use
26 by the Lender shall be permitted only with and upon the First Exercise following the occurrence of
27 an Event of Default.

28
29 10. Lender hereby acknowledges that the Obligor shall continue to have the exclusive
30 right, prior to notice from the Lender following the occurrence of an Event of Default, to sue for
31 past, present and future infringement of the Marks including the right to seek injunctions and/or
32 money damages, in an effort by Obligor to protect the Marks against encroachment by third parties;
33 *provided, however,* that Obligor first notifies Lender in writing of its intention to sue for
34 enforcement of the trademarks against a particular party. All costs arising in connection with any
35 infringement shall be borne by Obligor.

4 November 1997/

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1 11. Following the payment and satisfaction of all Liabilities, and the termination of any
2 obligation of the Lender to provide loans or financial accommodations under the credit facility
3 contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Lender
4 shall execute and deliver to Obligor all such instruments as the Obligor reasonably may request to
5 release any encumbrance in favor of the Lender created hereby or pursuant hereto, subject,
6 however, to any disposition thereof which may have been made by Lender pursuant hereto or
7 pursuant to the Loan Agreement.
8

9 12. Neither anything contained in the within TM Security Agreement or in the Loan
10 Agreement nor any act, omission, or circumstance may be construed as directly or indirectly
11 conveying to the Lender any rights in and to the Marks prior to the occurrence of an Event of
12 Default other than the security interest granted to the Lender under the terms of this TM Security
13 Agreement. However, the Lender shall be entitled to all rights and remedies in respect of the Marks
14 contained herein upon, the occurrence of any Event of Default (and in such circumstances, only
15 with and upon the First Exercise).
16

17 IN WITNESS WHEREOF, the Obligor and the Lender respectively have caused this Loan
18 Agreement to be executed by officers duly authorized so to do on the date first above written.
19

20 BEL-TRONICS RADAR LIMITED
21 PARTNERSHIP I

GORDON BROTHERS PARTNERS, INC.

22 (The "Obligor"),
23 By its general partner,
24 Akcess BEL GP Corp.

(The "Lender")

25 By [Signature]

By [Signature]

26
27 Title: CEO

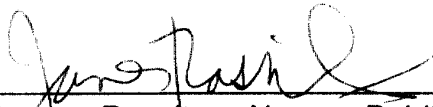
Title: _____

4 November 1997/

City of Toronto
Municipality of Metropolitan Toronto
Ontario, Canada

Then personally appeared before me Joseph Pike, who acknowledged that he is the duly authorized Chief Executive Officer of Akses BEL GP Corp., the general partner of BEL-Tronics Radar Limited Partnership I, and that he had executed the foregoing instrument on its behalf.

Witness my hand and seal this 12th day of December, 1997.



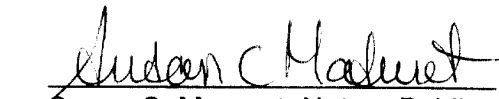
James Rossiter, Notary Public

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.
December 17, 1997

Then personally appeared Michael Freije, who acknowledged that he/she is the CEO/Treasurer of Gordon Brothers Partners, Inc., a Massachusetts corporation, and is authorized to, and has, executed the foregoing instrument in the name of and on behalf of said corporation as its free act and deed.

Before me,


Susan C. Masuret, Notary Public

My Commission Expires:

9/20/02

Schedule B

30/09/97TMA

CANADIAN TRADE MARKS
B.E.L.-Tronics Limited

1. REGISTRATIONS

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
MULTILINK	772,954 - January 13, 1995	TMA450,884 - November 24, 1995
VG-2 GUARD	770,648 - December 9, 1994	TMA456,010 - March 22, 1996
PREFERRED CALLER MEMORY	770,647 - December 9, 1994	TMA456,009 - March 22, 1996
LEADERSHIP THROUGH INNOVATION AND TECHNOLOGY	725,190 - March 22, 1993	TMA434,736 - October 21, 1994
FULL DIMENSIONAL SOUND	717,890 - November 30, 1992	TMA423,432 - February 18, 1994
CALL REJECT	717,879 - November 30, 1992	TMA425,778 - March 25, 1994
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	710,471 - August 7, 1992	TMA423,759 - February 25, 1994
SWINGMATE	708,549 - July 13, 1992	TMA420,340 - December 3, 1993
LASER ALERT	702,410 - April 3, 1992	TMA412,951 - May 28, 1993

<u>Registrations Continued</u>	<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
	SHADOW TECHNOLOGY	677,557 - March 7, 1991	TMA396,415 - March 27, 1992
	ST	677,554 - March 7, 1991	TMA393,363 - January 24, 1992
	ESPRIT	660,563 - June 22, 1990	TMA387,356 - August 2, 1991
	FMT	645,660 - November 27, 1989	TMA376,948 - December 7, 1990
	RSV - RADAR SIGNAL VERIFICATION	645,659 - November 27, 1989	TMA378,963 - January 25, 1991
	RSV	645,657 - November 27, 1989	TMA376,947 - December 7, 1990
	FMT - FUNDAMENTAL MIXER TECHNOLOGY	645,653 - November 27, 1989	TMA378,962 - January 25, 1991
	LEGEND	638,407 - August 11, 1989	TMA378,119 - January 11, 1991
	THE INTELLIGENT CHOICE	597,403 - December 17, 1987	TMA352,043 - February 24, 1989
	IRT	594,380 - October 29, 1987	TMA354,183 - March 31, 1989
	IRT - IMAGE REJECTION TECHNOLOGY	594,379 - October 29, 1987	TMA354,182 - March 31, 1989

<u>Registrations Continued</u>			
QUEST	574,525 - December 10, 1986	TMA334,721 - November 27, 1987	
QUANTUM	560,821 - April 15, 1986	TMA326,678 - April 24, 1987	
CLEAR AS A BEL	553,192 - November 25, 1985	TMA322,393 - January 2, 1987	
MICRO EYE EXPRESS	550,580 - October 10, 1985	TMA326,647 - April 24, 1987	
VECTOR	546,793 - July 25, 1985	TMA325,778 - April 10, 1987	
<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>	
BEL and DESIGN	544,167 - June 19, 1985	TMA323,398 - February 6, 1987	
SIGNAL CONCENTRATOR	503,202 - May 10, 1983	TMA293,733 - August 3, 1984	
MICRO EYE	502,941 - May 9, 1983	TMA288,709 - March 9, 1984	
COMPUHETERODYNE	491,879 - September 9, 1982	TMA284,130 - October 14, 1983	
BELTRONICS			

* * *

2. APPLICATIONS

<u>Trade Mark</u>	<u>Application No./Date</u>
SAFETY ALERT	793,669 - September 28, 1995
QUICKDIAL	775,332 - February 13, 1995
BLOCK REJECT	770,646 - December 9, 1994
BEL-TRONICS LIMITED	769,568 - November 25, 1994

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3. ABANDONED

<u>Trade Mark</u>	<u>Application No./Date</u>
DUAL TRACKING LASER	789,093 - August 2, 1995
QUICKDIAL	770,045 - December 2, 1994
DTL	745,446 - January 18, 1994
DTL - DUAL TRACKING LASER	745,445 - January 18, 1994
BLOCK BUSTER	717,859 - November 30, 1992
SWINGMASTER and DESIGN	699,307 - February 19, 1992

Canadian Trade Marks Abandoned Continued

SWING MASTER	699,304 - February 19, 1992
LASER	696,657 - January 9, 1992
THREE BAND PLUS	694,300 - November 22, 1991
ALLBAND	694,230 - November 22, 1991
EXPRESS	680,987 - April 29, 1991
BEL BEL-TRONICS & DESIGN	677,552 - March 7, 1991
PATRIOT	675,526 - February 18, 1991
VG-2	669,592 - November 2, 1990
THE LOOP	667,989 - October 10, 1990
BEL and DESIGN	632,032 - May 16, 1989
ECLIPSE	628,497 - March 28, 1989
BEL MICRO EYE CELLULAR	546,571 - July 24, 1985
BEL and DESIGN	502,942 - May 9, 1983
BEL and DESIGN	381,734 - December 31, 1974
BEL and DESIGN	364,406 - May 14, 1973 TMA208,992 - August 22, 1975 (R)

Schedule C

**AUSTRALIAN TRADEMARKS
B.E.L.-Tronics Limited**

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
MICRO EYE	A428,808 - Jun. 25, 1985	
BEL	A547,807 - Dec. 19, 1990	A547,807 - Dec. 19, 1990 505,146
BEL TRONICS	A547,808 - Dec. 19, 1990	A547,808 - Dec. 19, 1990

Schedule D

BENELUX TRADE MARKS
BEL Tronics Limited

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
BEL EXPRESS 3	825046 - April 7, 1994	556513 - May 1, 1995
BEL	823059 - March 4, 1994	551512 - February 1, 1995
BEL VANTAGE 3	823058 - March 4, 1994	551511 - February 1, 1995
BEL TRONICS	823057 - March 4, 1994	551510 - February 1, 1995
BEL	676591 - August 6, 1985	413474 - July 10, 1986
BEL TRONICS	676592 - August 6, 1985	413475 - March 1, 1986
MICRO EYE	675430 - July 20, 1985	409815 - January 1, 1986

Schedule E

**JAPANESE TRADE MARKS
BEL Tronics Limited**

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
BEL TRONICS		
MICRO EYE	110599/85 - Nov. 01, 1985	

Schedule F

FRENCH TRADE MARKS
BEL Tronics Limited

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
MICRO EYE	747,976 - Jun. 11, 1985	1,327,631 - Jun. 11, 1985
BEL	747,973 - Jun. 18, 1985	1,327,629 - Jun. 18, 1985
BEL TRONICS	747,974 - Jun. 18, 1985	1,327,630 - Jun. 18, 1985

Schedule G

SPAIN TRADE MARKS
BEL Tronics Limited

Trade Mark

BEL

Application No./Date

1,252,272 - Jul. 28, 1988

Registration No./Date

Schedule H

GERMANY TRADE MARKS
BEL Tronics Limited

<u>Trade Mark</u>	<u>Application No./Date</u>	<u>Registration No./Date</u>
BEL TRONICS	B77212/9WZ - Jul. 28, 1985	1,089,997 - Apr. 7, 1986
MICRO EYE	B77211/9WZ - Jul. 28, 1985	1,095,065 - Aug. 11, 1986