

09-16-1998

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To the Honorable Commissioner of



100828933

attached original documents or copy thereof.

1. Name of conveying party(ies):

Bell Technologies, Inc.

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

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

3. Nature of conveyance:

MRD 8-31-98

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

Execution Date: 08/11/98 and 08/12/98

2. Name and address of receiving party(ies):

Name: Bank One Kentucky, N.A.

Internal Address:

Street Address: 416 W. Jefferson Street

City: Louisiana State: KY ZIP: 40202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Kentucky
- 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)

74/683,770
75/225,811

B. Trademark reg

1,134,040
1,992,952



08-31-1998

U.S. Patent & TMO/TM Mail Rpt Dt. #64

Additional numbers attached? Yes No

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

Name: Stefan V. Stein

Internal Address:

Street Address: 600 N. Westshore Blvd.

Suite 1000

City: Tampa State: FL ZIP: 33609

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41):..... \$ 115.00

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

09/11/1998 INHUYEN 00000195 1134040

01 FC:481 40.00 OP
02 F:1482 75.00 OP

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.

Stefan V. Stein

Name of Person Signing

Signature

8/26/98

Date

Total number of pages comprising cover sheet:

9

**COLLATERAL ASSIGNMENT OF
TRADEMARKS, PENDING TRADEMARK APPLICATIONS
AND TRADEMARK REGISTRATIONS**

This Collateral Assignment of Trademarks, Pending Trademark Applications and Trademark Registrations (this "Assignment") is made and entered into as of November 10, 1998, by BELL TECHNOLOGIES, INC. ("Assignor"), in favor of BANK ONE, KENTUCKY, NA ("Lender").

RECITALS

A. Assignor and Lender have entered into a Loan Agreement dated as of November 1, 1997, by and among Assignor, BT Holdings, Inc., Tube Turns Technologies, Inc., Group Technologies Corporation and Metrum-DATATAPE, Inc. and the Lender as Agent Bank and Agent, as amended from time to time (the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given them in the Loan Agreement. Under the Loan Agreement, the Lender is providing to the Assignor certain credit facilities in the form of a revolving line of credit, a swing line of credit and term loan or term loans, and other credit facilities.

B. Assignor is the owner of certain trademark applications, registered trademarks and trade names (the "Trademarks") and Certificates of Registration for such Trademarks (the "Registrations") identified in Exhibit A2A and Exhibit A2B attached hereto and made a part hereof.

C. By this Assignment, Assignor desires to fulfill its obligations under the Loan Agreement to grant to Lender a security interest in the Trademarks and Registrations currently existing and hereafter acquired by Assignor during the term of the Loan Agreement, which security interest is intended to secure Assignor's current and future obligations to Lender.

AGREEMENT

Therefore, in fulfillment of Assignor's obligations under the Loan Agreement and related agreements, Assignor agrees as follows:

1. Assignor hereby assigns and grants to Lender a security interest in, all of Assignor's right, title and interest in and to the Trademarks and the Registrations, together with all goodwill of the business symbolized by the Trademarks and the Registrations, to secure payment when due of any and all indebtedness and other obligations of Assignor to Lender under the Loan Agreement.

2. In addition to the obligations of the Assignor to Lender under the Loan Agreement, Assignor and Lender have entered into a Security Agreement, dated as of March 21, 1997, as amended from time to time (the "Security Agreement"), granting a security interest in

certain Collateral (as defined in the Security Agreement). The Trademarks and Registrations shall secure the obligations of Assignor under the Security Agreement.

3. Until an Event of Default (as defined below) shall occur, Assignor shall have the right to possession and use of the Trademarks and Registrations except as set forth in Exhibit C hereto.

4. Assignor represents and warrants to Lender that (a) the Registrations are in full force and effect (excluding pending applications until a registration issues), and (b) Assignor has made no prior assignment, sublease, transfer, pledge or hypothecation of its right, title and interest in the Trademarks or the Registrations, except as set forth in Exhibit C hereto.

5. Except in connection with the conduct of business in the ordinary course, Assignor shall not modify, amend or terminate the Registrations, nor shall Assignor waive any rights, or assign, sublet, transfer, hypothecate or otherwise encumber any of its right, title or interest, in or to the Trademarks or the Registrations, without the prior written consent of Lender, except as permitted by the Loan Agreement.

6. An "Event of Default" by Assignor under and as defined in the Loan Agreement shall constitute an "Event of Default" under this Assignment.

7. If an Event of Default occurs, Lender shall have the right, but not the obligation, to claim all rights of Assignor to the Trademarks, the Registrations and all goodwill associated therewith. Lender may, at its option and upon notice to Assignor, transfer to a third party the rights of Assignor to the Trademarks and the Registrations, together with all associated goodwill and, in such event, Assignor's rights to the Trademarks and the Registrations shall terminate. In the exercise of these remedies, Lender shall be entitled to reimbursement from Assignor for all costs and expenses associated with the carrying out of the remedies, and the same shall be payable upon demand and, pending payment, shall be added to, and bear interest and be secured in the same manner, as the loans provided for in the Loan Agreement.

8. All terms used in this Assignment and not otherwise defined shall have the meanings given them in the Loan Agreement. Unless otherwise provided in this Agreement, the security interest granted herein shall be governed by, and the Trademarks and the Registrations shall be considered "General Intangibles" under the Loan Agreement, and in addition to the rights and obligations of the parties as set forth in this Assignment, the parties shall have those rights and obligations with respect to the Trademarks and Registrations as provided for in the Loan Agreement and the Security Agreement. This Assignment shall be binding on and inure to the benefit of Assignor and Lender, and their respective successors and assigns.

9. In the event additional trademark applications are filed or additional Trademarks are issued to Assignor, Assignor shall notify Lender of such event and shall sign such

documents and take such other actions as are necessary to evidence and document a security interest in favor of Lender in such applications and/or Trademarks.

WITNESS, the signatures of Assignor and Lender by their duly authorized officers as of the date first set forth above, but actually on the dates set forth below each signature.

BELL TECHNOLOGIES, INC.

By Richard L. Davis

Title: Vice President

Date: August 11, 1998

STATE OF KENTUCKY)
)
COUNTY OF JEFFERSON)

On this 11th day of August, 1998, before appeared Richard L. Davis the person who signed this instrument, who acknowledged that he is the duly appointed VP of Bell Technologies, Inc., (the "Assignor"), that he is duly authorized by the Assignor to sign this instrument, and that he has signed this instrument as a free act on behalf of the Assignor.

Carral A. Duvreant
NOTARY PUBLIC

My Commission Expires: Notary Public, State at Large, KY
~~My Commission expires Sept:15,2001~~

EXHIBIT A-2A

Bell Technologies, Inc.
List of Trademarks, Tradenames, and Copyrights

(Domestic)

<u>Country</u>	<u>Mark</u>	<u>Serial # or Registration #</u>	<u>Status</u>
TRADEMARKS			
Registrations			
USA	Current Gun	1134040	See Exhibit C
FL	F. W. Bell & Design	T95000000836	“
FL	B. Bell Technologies and Design	T971407	“
Applications			
USA	B. Bell Technologies	75225811	“
USA	Bell Technologies and Design	74683770	“
TRADENAMES			
Registrations			
USA	F.W. Bell and Design	1992952	“
Applications			
COPYRIGHTS			
Registrations			
(none)			
Applications			
(none)			

EXHIBIT A-2B

Bell Technologies, Inc.
List of Trademarks, Tradenames, and Copyrights

(Foreign)

<u>Country</u>	<u>Mark</u>	<u>Serial # or Registration #</u>	<u>Status</u>
TRADEMARKS			
Registrations			
(none)			
Applications			
Canada	B Bell Technologies	75225811	See Exhibit C
Canada	Bell Technologies	74683770	“
TRADENAMES			
Registrations			
Canada	F. W. Bell	R1992952	“
Applications			
(none)			
COPYRIGHTS			
Registrations			
(none)			
Applications			
(none)			

EXHIBIT B

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TRADEMARK
REEL: 1787 FRAME: 0973

EXHIBIT C
Bell Technologies, Inc.

Limitations on Rights of Possessions and Use of Intellectual Property

Domestic:

The rights of Bell Technologies, Inc. to its Domestic intellectual property are not subject to any limitations.

Foreign:

Bell Technologies' rights to its foreign intellectual property are under investigation at this time and, as such, are not known with certainty.