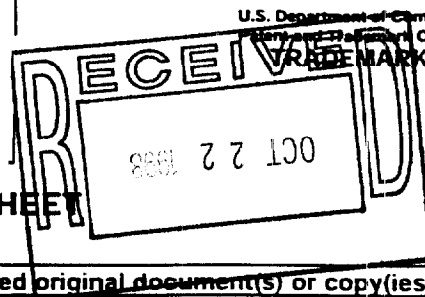


11-02-1998



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1806 FRAME: 0703

TRADEMARK 00000408

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing



Signature

10/16/98

Date Signed

TRADEMARK SECURITY AGREEMENT

WHEREAS, LOWRANCE ELECTRONICS, INC., a Delaware corporation (the "Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule I annexed hereto, and is a party to the trademark licenses listed on Schedule I annexed hereto; and

WHEREAS, the Grantor, LEI Extras, Inc. ("LEI"). Lowrance Contracts, Inc. ("Contracts"). Lowrance Australia Pty Limited (collectively, the "Original Borrowers") and Fleet Capital Corporation, a Rhode Island corporation (the "Grantee"), successor-in-interest by merger to Fleet Capital Corporation, a Connecticut corporation, formerly known as Shawmut Capital Corporation, successor in interest by assignment to Barclays Business Credit, Inc., are parties to that certain Loan and Security Agreement dated December 15, 1993, as amended by (i) that certain First Amendment to Loan and Security Agreement, dated October 16, 1995, by and among the Original Borrowers, Sea Electronics, Inc. ("Sea") and the Grantee; (ii) that certain Second Amendment to Loan and Security Agreement, dated November 1, 1996, by and among Grantor, LEI, Contracts, Sea and Grantee; (iii) that certain Third Amendment to Loan and Security Agreement, dated December 30, 1996, by and among Grantor, LEI, Contracts, Sea and Grantee; (iv) that certain Fourth Amendment to Loan and Security Agreement, entered into effective as of April 1, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; (v) that certain Fifth Amendment to Loan and Security Agreement, entered into effective as of August 25, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; (vi) that certain Sixth Amendment to Loan and Security Agreement and Certain Other Loan Documents, entered into effective as of August 28, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; (vii) that certain Seventh Amendment to Loan and Security Agreement, entered into effective as of November 1, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; and (viii) that certain Eighth Amendment to Loan and Security Agreement, dated December 9, 1997, executed by and among Grantor, LEI, Contracts, Sea and Grantee (as amended, the "Loan Agreement"), providing for extensions of credit to be made to the Grantor by the Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Grantee a security interest in all of the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the 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, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
2. each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u> <u>Number</u>	<u>Issue</u> <u>Date</u>	<u>Trademark</u>	<u>Renewed</u>	<u>Next</u> <u>Renewal</u>
2,113,722	11/18/97	AirMap		11/18/07
2,115,656	11/25/97	AccuMap Sport		11/25/07
2,124,469	12/23/97	GlobalMap		12/23/07

INTERNATIONAL TRADEMARKS

<u>Trademark Number</u>	<u>Issue Date</u>	<u>Trademark</u>	<u>Status</u>	<u>Renewed</u>	<u>Next Renewal</u>
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Canada

TMA493,092	04/16/98	LowranceAvionics & Design	Active		
TMA488,211	01/27/98	Eagle + Design	Active		
TMA492,980	04/16/98	Lowrance Avionics	Active		

Chile

[Application No.314,547]	[Application Date 7/25/95]	Eagle + Design	Pending	.	
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China

1,131,268	11/28/97	Lowrance	Active		11/28/07
1,135,471		Eagle + Design	Active		12/14/07

Columbia

[Application No.95-36790]	[Application Date: 08/16/95]	Eagle + Design	Pending		
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South Africa

90/4445		Eagle	Active		06/01/00
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Vietnam

25,398	10/25/97	Lowrance	Active		
25,399	10/25/97	Eagle + Design	Active		