FORM PTO-1618A 11-02-1998 xpres 06/30/99 MB 0661-0027 OC1 7 5 1988 100866603 RECORDATION FORM COVER SHEE TRADEMARKS ONLY The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) Submission Type Conveyance Type **Assignment** License New (Non-Recordation) Resubmission **Security Agreement Nunc Pro Tunc Assignment** Document ID # Effective Date Month Day Year Merger Correction of PTO Error Frame # Reel # Change of Name **Corrective Document** Frame # Reel # Other **Conveying Party** Mark if additional names of conveying parties attached **Execution Date** Month Day Year Lowrance Electronics, 09091998 Formerly General Partnership Limited Partnership X Individual Corporation **Association** Other Citizenship/State of Incorporation/Organization Delaware Receiving Party Mark if additional names of receiving parties attached Name Fleet Capital Corporation DBA/AKA/TA Composed of 2711 North Haskell Avenue Address (line 1) Suite 2100 Address (line 2) Address (line 3) 75204 Dallas TX State/Country Zip Code Individual If document to be recorded is an **Limited Partnership** General Partnership assignment and the receiving party is not domiciled in the United States, an Corporation **Association** appointment of a domestic representative should be attached. (Designation must be \$ separate Other document from Assignment.) Citizenship/State of Incorporation/Organization Rhode Island FOR OFFICE USE ONLY Put lic 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 gattering 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 (0851-0027), Washington, D.G. 2055. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADIRESS. Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington DEWARK

REEL: 1806 FRAME: 0703

	FORM PTO- Expres 06/30/99 OMB 0651-0027	-1618B Page 2		I.S. Department of Commerce latent and Trademark Office TRADEMARK				
D	omestic F	Representative Name and Address Enter for the first Receiving Party only.						
	Name							
A	dress (line 1)							
Ac	dress (line 2)							
	dress (line 3)							
	dress (line 4)							
С	prrespond	respondent Name and Address Area Code and Telephone Number (202) 457-5210						
	Name	George M. Borababy, Esq.						
Ad	dress (line 1)	PATTON BOGGS LLP						
Δι	dress (line 2)							
			2550 M Street, N.W.					
Ac	dress (line 3)	Washington, D.C. 20037						
Ac	dress (line 4)							
Pa	iges	Enter the total number of pages of the attache including any attachments.	d conveyance document #	4				
Tr	ademark 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)							
			124469					
٦								
NI.	umbor of l	Proportios						
Number of Properties Enter the total number of properties involved. # 1								
r	e Amoun		<u> </u>					
	Deposit Account							
	(Enter for p	Deposit Account Number: #						
		Authorization to charg	e additional fees: Yes	No [
St		•						
	To the	Payment: Enclosed XX Deposit Account count syment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: # Authorization to charge additional fees: Yes No and Signature be best of my knowledge and belief, the foregoing information is true and correct and any med copy is a true copy of the original document. Charges to deposit account are authorized, as sated herein.						
		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.						
_				16 (98				
	Name	of Person Signing Signa	iture /	Date Signed				

TRADEMARK REEL: 1806 FRAME: 0704

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 "<u>Trademark Collateral</u>"), 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 <u>Schedule I</u> 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

9111.133/58196.01

all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule I annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule I and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

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

Acknowledged:

FLEET CAPITAL CORPORATION

LOWRANCE ELECTRONICS, INC.

Name:

Title:

By:

<u>ACKNOWLEDGMENT</u>

STATE OF Uklahom \$

COUNTY OF TUBE \$

, 1998 before me personally appeared Darrell J. Lowrance, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of Lowrance Electronics, Inc., who being by me duly sworn, did depose and say that he is the President of Lowrance Electronics, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he apknowledged said instrument to be the free act and deed of said corporation.

Notary Public

(Seal)

My commission expires:

9111.133/58196.01

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u> Number	<u>Issue</u> Date	Trademark	Renewed	<u>Next</u> Renewal
<u> </u>	Date	Hademark	1.011000	
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

9111.133:58196.01 (131u01!) TRADEMARK

REEL: 1806 FRAME: 0707

INTERNATIONAL TRADEMARKS

<u>Trademark</u>	<u>Issue</u>				Next
<u>Number</u>	<u>Date</u>	<u>Trademark</u>	<u>Status</u>	Renewed	Renewal
		<u>Canada</u>			
		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		
		<u>Chile</u>			
[Application No.314,547]	[Application Date 7/25/95]	Eagle + Design	Pending		
		<u>China</u>			
1,131,268 1,135,471	11/28/97	Lowrance Eagle + Design	Active Active		11/28/07 12/14/07
		Columbia			
[Application No.95-36790]	[Application Date: 08/16/95]	Eagle + Design	Pending		
		South Africa			
90/4445		Eagle	Active		06/01/00
		<u>Vietnam</u>			
25,398	10/25/97	Lowrance	Active		
25,399	10/25/97	Eagle + Design	Active		

9111.133:58196.01 (131u01!)
TRADEMARK
REEL: 1806 FRAME: 0708

RECORDED: 10/22/1998