



SCHEDULE 2A TO SECURITY AGREEMENT  
TRADEMARKS

Registered Trademarks (1)

<u>Registration No.</u>	<u>Description of Mark</u>	<u>Date of Registration</u>	<u>State or Country</u>
2,111,126	INTERACCESS	11/04/1997	U.S.
2,074,385	SUPERVISION	06/24/1997	U.S.
2,165,080	WESTELL	06/16/1998	U.S.

Trademark Applications

<u>Application No.</u>	<u>Description of Mark</u>	<u>Date of Application</u>	<u>State or Country</u>
75/490,016	EXTREMEACCESS	05/22/1998	U.S.
75/240,503	SMARTLINK	02/12/1997	U.S.
75/119,518	SWOOSH W Design	06/04/1996	U.S.
181,651	SWOOSH W Design	04/01/1996	Community
181,289	WESTELL	04/01/1996	Community

- (1) All trademarks owned by Westell Technologies, Inc. and registered in the United States, the states of the United States, and/or foreign countries.

SECURITY INTEREST AGREEMENT

(TRADEMARKS)

WHEREAS, Westell Technologies, Inc., a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to LaSalle National Bank, a national banking association (herein referred to as "Secured Party"), and has entered into a Security Agreement and Mortgage-Trademarks and Patents (the "Agreement") in favor of Secured Party; and

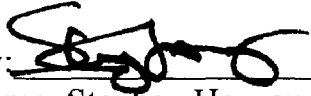
WHEREAS, pursuant to the Agreement, Grantor has granted to Secured Party a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Secured Party a security interest in, and mortgage on, the Trademarks to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and mortgage on the Trademarks made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

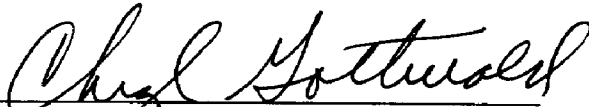
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of October, 1998.

WESTELL TECHNOLOGIES, INC.

By:   
Name: Stephen Hawrysz  
Title: VP-CFO

STATE OF ILLINOIS            )  
                                          ) ss.  
COUNTY OF COOK                )

On this 13th day of October, 1998, before me personally appeared Stephen Hawrysz, to me known, who, being by me duly sworn, did depose and say that he is the VP + CFO of Westell Technologies, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
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Notary Public

My commission expires:

