

OMB No. 0651-0011 (exp. 4/94)



100868939

To the Honorable Commissioner of Patents and Tr

original documents or copy thereof.

1. Name of conveying party(ies):

Westell, Inc.

- Individuals
- General Partnership
- Corporation-State Illinois
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance: *MRD 10-26-98*

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

Execution Date: October 13, 1998

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

Name: LaSalle National Bank

Internal Address: \_\_\_\_\_

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

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

*11/04/1998* SBURNS 00000035 100460 1816377  
FC:481 40.00 CH

B. Trademark Registration No.(s)

1,816,377

Additional numbers attached? Yes  No

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

Name: Eric H. Weimers

Internal Address: \_\_\_\_\_

Street Address: Jenner & Block

One IBM Plaza

City: Chicago State: IL ZIP: 60611

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0460

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Eric H. Weimers  
Name of Person Signing

*Eric H. Weimers*  
Signature

October 23, 1998  
Date

Total number of pages including cover sheet, attachments, and document:

SECURITY INTEREST AGREEMENT

(TRADEMARKS)

WHEREAS, Westell, Inc., an Illinois 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

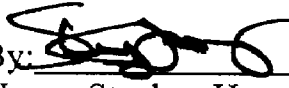
WHEREAS, pursuant to the Agreement, Grantor has granted to Secured Party a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all proceeds thereof, including, without limitation, 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.

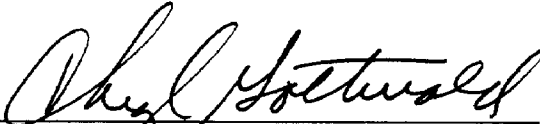
IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the 13th day of October, 1998.

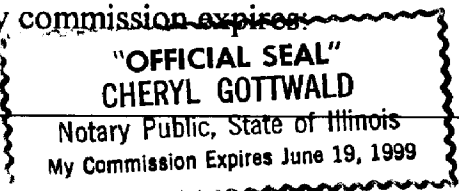
WESTELL, INC.

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, 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.

  
\_\_\_\_\_  
Notary Public

~~My commission expires:~~  
  
\_\_\_\_\_  
"OFFICIAL SEAL"  
CHERYL GOTTWALD  
Notary Public, State of Illinois  
My Commission Expires June 19, 1999

SCHEDULE 2-A TO SECURITY INTEREST AGREEMENT

TRADEMARKS

WESTELL, INC.  
Registered Trademarks (1)

<u>Registration Number</u>	<u>Description of Mark</u>	<u>Date of Registration</u>	<u>State or Country</u>
1,816,377	FLEXCAP	01/11/1994	U.S.

TRADEMARK APPLICATIONS

<u>Application Number</u>	<u>Description of Mark</u>	<u>Date of Registration</u>	<u>State or Country</u>
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None

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