

02-18-1999



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MRLD 10-14-98

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

Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
09/11/98

MRLD

Conveying Party

Mark if additional names of conveying parties attached

Name RACAL-DATACOM, INC. a Delaware Corporation Execution Date  
Month Day Year  
09/11/98

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 PEH WORLDWIDE HOLDINGS, LLC, a Delaware limited liability company

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2049 Century Park East

Address (line 2) Suite 2710

Address (line 3) Los Angeles CA 90067  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other limited liability company

Citizenship/State of Incorporation/Organization \_\_\_\_\_

10/19/1998 JSHADAZZ 00000092 002236

01 FC:481 40.00 OP

02 FC:482 575.00 OP

FOR OFFICE USE ONLY

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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

TRADEMARK  
REEL: 1808 FRAME: 0001

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**  
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**  
Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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 the Assignment.)

**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)**

291564	625642	692989
135816	759242	
135207	232114	
73326207	809293	
831310	011780	
438268	506607	
341034	153012	


**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)		
<input type="text" value="082236"/>	<input type="text" value="063856"/>	<input type="text" value="241412"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="042776"/>	<input type="text" value="071349"/>	<input type="text" value="071462"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="053863"/>	<input type="text" value="061887"/>	<input type="text" value="404383"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.*

Kimberley A. Lathrop Kimberley A. Lathrop 10-12-98  
Name of Person Signing Signature Date Signed

## **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 11, 1998 is made by **RACAL-DATACOM, INC.**, a Delaware corporation ("Pledgor"), in favor of **PEH WORLDWIDE HOLDINGS, LLC**, a Delaware limited liability company ("Secured Party").

### **RECITALS**

WHEREAS, Pledgor is issuing that certain RDI Promissory Note (the "Promissory Note"), dated as of even date hereof, in favor of Secured Party.

WHEREAS, Company desires to collateralize its obligations under the Promissory Note by granting to Secured Party a security interest in certain of its assets.

### **ASSIGNMENT**

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Pledgor hereby agrees in favor of Secured Party as follows:

#### **1. Definitions; Interpretation.**

(a) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

**"Event of Default"** shall have the meaning ascribed thereto in the Security Agreement.

**"Financing Agreements"** shall have the meaning assigned to it in the Security Agreement.

**"Lien"** means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

**"Obligations"** shall mean all obligations of Pledgor to Secured Party under the Promissory Note and the other Financing Agreements.

**"Pledgor"** shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

**"Proceeds"** means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or

involuntary, of any Trademark Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Pledgor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Pledgor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Pledgor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Security Agreement" shall mean that certain Security Agreement, of even date herewith, between Pledgor and Secured Party.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Security Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Pledgor and supplemental rights and remedies in favor of Secured Party (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Security Agreement.

## 2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Pledgor hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in certain of Pledgor’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the “Trademark Collateral”):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Pledgor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State

of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Pledgor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Pledgor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Security Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by Pledgor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Pledgor's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Pledgor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(d) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(e) Licenses. Anything in the Security Agreement or this Agreement to the contrary notwithstanding, Pledgor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Pledgor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. If Pledgor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of Pledgor, or in the name of Secured Party or otherwise, without notice to or assent by Pledgor, and Pledgor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Pledgor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Pledgor on all or any of such documents or instruments and perform all other acts that Secured Party reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Pledgor, which Secured Party reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during a Triggering Event, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.



4. Representations and Warranties. Pledgor represents and warrants to Secured Party, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Pledgor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Pledgor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Pledgor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Pledgor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Pledgor not to sue third persons, and (iii) with respect to any Trademarks for which Pledgor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Pledgor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Pledgor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Pledgor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Pledgor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Pledgor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Pledgor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Pledgor has the unqualified right, power and authority to pledge and to grant to Secured Party a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Pledgor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Security Agreement and the other Security Documents, and Pledgor will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition

under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Pledgor is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Pledgor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Pledgor shall give to Secured Party prompt notice thereof. Pledgor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If Pledgor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Pledgor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Pledgor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Pledgor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Security Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Pledgor agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Pledgor agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Pledgor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Pledgor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Pledgor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all

documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Pledgor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Pledgor and Secured Party and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Patent Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

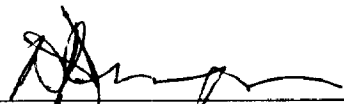
15. Security Agreement. Pledgor acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Pledgor acknowledges that this Agreement and the other Security Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Pledgor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Security Agreement, however, the provisions of the Security Agreement shall govern.


17. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Security Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Pledgor, at Pledgor's expense, as shall be necessary to evidence termination of the security interest granted by Pledgor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**RACAL-DATACOM, INC.,**  
a Delaware corporation

By:   
Name: JON S. DANFORD  
Title: VICE PRES. SALES

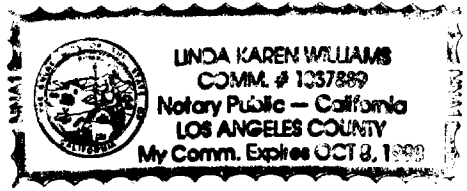
**PEH WORLDWIDE HOLDINGS, LLC,**  
a Delaware limited liability company

By:   
Name: JUNG YOUNG JIN  
Title: VICE PRES. SALES

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

On September 11, 1998, before me, LINDA KAREN WILLIAMS,  
Notary Public, personally appeared DOUGLAS JOHNSTON JR., personally known to  
~~me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed  
the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.



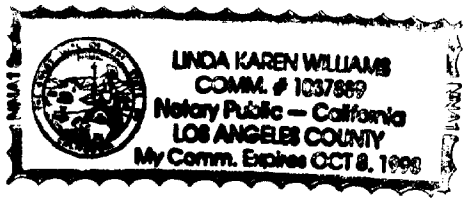
*Linda Karen Williams*  
Signature

[SEAL]

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF LOS ANGELES )

On September 11, 1998, before me, LINDA KAREN WILLIAMS,  
Notary Public, personally appeared BRIAN DUFFY, personally known to  
~~me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)  
is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed  
the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.



*Linda Karen Williams*  
Signature

[SEAL]

SCHEDULE A

to the Trademark Security Agreement  
Trademarks of Borrower

See the attached 21 pages.

MFIODMA.CMDOCS:70063:2



**Appendix  
Racial Data Group  
Trademarks.**

**A. Trademarks currently used on products or  
subject to "intent to use" U.S. trademark applications:**

ALM  
CMS\*  
CRYPTOSERVER\*  
DATACRYPTOR\*  
DATAMATE\*\*  
EAN  
EXCALIBUR\*  
EXTOL\*\*  
FASTFRAME\*  
INX\*  
ISX  
LANBUDDY\*\*  
MYSECRETS\*\*  
NOCTURNE\*\*  
OMNIMODE\*  
OMNIMUX\*  
OUTLANDER\*  
PACDIALER  
PREMNET\*  
RMD  
SAFE  
SAFEDIAL\*  
SAFETALK  
TRUSTME\*  
VOICE UPS\*\*  
WATCHWORD\*  
WEBSENTRY\*\*  
WINHUB\*\*  
WINPOP\*\*  
WINSTAK\*\*  
WINSTREAM\*\*  
X.PORT

\*Subject of an active U.S. trademark registration

\*\*Subject of a pending U.S. trademark application

Appendix

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Trademark List

Page: 1

Trademark Name	Division	Address	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATA MATE	RDI	RGS	9084	REG				

Country: European Community

Classes: 9  
Remarks:

DATA MATE

RDI WAN 9084 REG 082236

Country: United States of America

Classes: 9  
Remarks:

Goods: MODEMS

EXTOL RDI 9077 REG 199877

Country: European Community

Agent: RGS Rocal Group Services Limited  
Remarks: 09-Apr-1997

EXTOL RDI PPH 9077 REG 042776

Country: United States of America

Classes: 9  
Remarks: 16-Jan-1996

Goods: Integrated services digital network (ISDN) access devices

FASTFRAME RDI WAN 9078 REG 000271064

Country: European Community  
Agent: RGS  
Remarks: 24-May-1996

Classes: 9 and 38  
Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,  
NAMELY DEVICES FOR DATA  
CONCENTRATION AND FOR ACCESSING  
DIGITAL NETWORKS - and SERVICE

1

2



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Trademark List

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Trademark Name	Division	Attorney's	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
FASTFRAME	RDI	WAN	9078	REG	053863 06-Feb-1996	2083239 29-Jul-1997	29-Jul-2007	

3

Classes: 9  
 Goods: DATA COMMUNICATIONS EQUIPMENT,  
 NAMELY DEVICES FOR DATA  
 CONCENTRATION AND FOR ACCESSING  
 DIGITAL NETWORKS

LANBUDDY  
 Country: European Community  
 RDI RGS 9082 REG 329508  
 15-Jul-1996

Classes: 9  
 Remarks:

LANBUDDY  
 Country: United States of America  
 RDI WAN 9082 REG 063856  
 26-Feb-1996

4

Classes: 9  
 Goods: DATA COMMUNICATIONS DEVICES,  
 NAMELY LAN ACCESS SERVERS THAT  
 INCLUDE CRYPTOGRAPHIC MODULES

MYSECRETS  
 Country: European Community  
 RDI RGS 9081 REG 329516  
 15-Jul-1996

Classes: 9  
 Remarks:

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Trademark List

Page: 3

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
MYSECRETS	RDI	WAN	9081	REG	071349 20-Feb-1996			

5

Classes: 9  
Remarks:

Goods: CRYPTOGRAPHIC DEVICES, NAMELY CRYPTOGRAPHIC CIRCUIT BOARDS FOR INCLUSION IN SECURITY SERVERS IN INTERNATIONAL CLASS 9

SAFEDIAL  
Country: European Community  
RDI RGS 9079 REG 329532  
15-Jul-1996

Classes: 9  
Remarks:

SAFEDIAL  
Country: United States of America  
RDI WAN 9079 REG 061887  
20-Feb-1996  
16-Sep-1997  
16-Sep-2007

Classes: 9  
Remarks:

Goods: DATA COMMUNICATIONS DEVICES, NAMELY PC/MCA MODEMS WITH FIRMWARE TO PROVIDE ENCRYPTION/AUTHENTICATION OVER DIAL TELEPHONE LINES AND TO ACT AS A SERVER TO HOST PC IN INTERNATIONAL CLASS 9

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TRUSTAME  
Country: European Community  
RDI RGS 9080 REG 329672  
15-Jul-1996

Classes: 9  
Remarks:

Wednesday, January 28, 1998

Trademark List

Page: 4

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VOICE UPS	RDI	PPH	9101	REG	000519454 22-Apr-1997			

Country: European Community

Classes: 9

RDI	PPH	9101	REG	241412	13-Feb-1997			
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Remarks: (7)

Country: United States of America

Classes: 9

Goods: UNINTERRUPTABLE POWER SUPPLY

RDI	RGS	9083	REG	329565	15-Jul-1996			
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Remarks:

Country: European Community

Classes: 9

RDI	WAN	9083	REG	071462	12-Mar-1996			
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Remarks: (8)

Country: United States of America

Classes: 9

Goods: ENCRYPTION DEVICES, NAMELY  
ETHERNET HOST SECURITY MODULES

Remarks:

Wednesday, January 26, 1996

Trademark List

Page: 5

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
WINHUB	RDI		9076	REG	000278325			
Country: European Community					06-Jun-1996			

Classes: 9 AND 38

Remarks:

Goods: PRINTING OF DATA;

TELECOMMUNICATIONS APPARATUS AND INSTRUMENTS; HARDWARE AND COMPUTER PROGRAMS FOR FRAME RELAY CONCENTRATION DEVICES AND ASYNCHRONOUS TRANSFER MODE ("ATM") ACCESS DEVICES; MULTIPLEXERS; INTEGRATED SERVICES DIGITAL NETWORK ("ISDN") CONCENTRATION DEVICES; REMOTE LOCAL AREA NETWORK ("LAN") ACCESS DEVICES; PARTS, FITTINGS, SOFTWARE AND FIRMWARE FOR ALL THE AFORESAID GOODS; DATA RECORDING MEDIA. TELECOMMUNICATIONS AND DATA COMMUNICATIONS SERVICES.

WINHUB	RDI	WAN	9076	REG	404383
Country: United States of America					12-Dec-1997

12-Dec-1997

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY A REMOTE ACCESS SERVER IN INTERNATIONAL CLASS 9.

WINPOP	RDI	RGS	9106	REG
Country: European Community				

Classes: 9

Remarks:

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Trademark List

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
WINPOP	RDI	PPH	9106	REG	291564			

Country: United States of America

Classes: 9  
Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,  
NAMELY ACCESS MULTIPLEXERS

(10)

WINSTAK  
Country: European Community

RDI	WAN	9091	REG	000371864				
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Classes: 9  
Remarks:

WINSTAK  
Country: United States of America

RDI	WAN	9091	REG	135816				
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Classes: 9  
Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,  
NAMELY INTEGRATED SERVICES  
DIGITAL NETWORK (ISDN)  
DEVICES

(11)

WINSTREAM  
Country: European Community

RDI	WAN	9090	REG	000371906				
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Classes: 9  
Remarks:

WINSTREAM  
Country: United States of America

RDI	WAN	9090	REG	135207				
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Classes: 9  
Remarks:

Goods: INTEGRATED SERVICES DIGITAL  
NETWORK (ISDN) TERMINAL ADAPTER

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Wednesday, January 26, 1998

Trademark List

Page: 1

Trademark Name  
AUTHENTI-KEY

Country: United States of America

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	ABM	5148	Registered	73326207 31-Aug-1981	1235193 19-Apr-1983	19-Apr-2003	
Classes: 9							
Goods: CRYPTOGRAPHIC EQUIPMENT - NAMELY, DATA TERMINAL SECURITY APPARATUS, SCRAMBLERS AND DECODERS							
Remarks: OWNED BY RACAL GUARDATA, INC.							

(B)

AUTHENTICARD

Country: United States of America

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	AEM	5328	Registered	831310 16-Oct-1989	1599387 05-Jun-1990	05-Jun-2000	
Classes: 9							
Goods: CARDS CONTAINING A MICROPROCESSOR USED TO LOAD KEYS AND OPERATIONAL PARAMETERS INTO CRYPTOGRAPHIC EQUIPMENTS							
Remarks: OWNED BY RACAL GUARDATA, INC.							

(14)

CMS

Country: United States of America

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	AEM	5025	Registered	438268 08-Aug-1983	1290828 21-Aug-1984	21-Aug-2004	
Classes: 9							
Goods: A COMMUNICATION NETWORK MANAGEMENT SYSTEM COMPRISING NETWORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TEST SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES							
Remarks: Submitted records of Name Change from RDCI to RDI on 5/5/95							

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Trademark List

Page: 2

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
CMS(DESIGN)	RDI	ABM	1738	Registered	341034 10-Dec-1981	1254381 18-Oct-1983	18-Oct-2003	

Classes: 9

Remark: Submitted recordal of Name Change from RDCI to RDI on 5/5/95

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Goods: COMPUTERIZED BUSINESS INFORMATION SYSTEM--NAMESLY, A COMMUNICATION NETWORK MANAGEMENT SYSTEM AND COMPONENTS THEREFORE, COMPRISING NET-  
 WORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TESTS SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES

COM-LINK	RDI	AEM	SIDM	Registered	625642	1501962	30-Aug-2008
Country: United States of America				16-Oct-1986		30-Aug-1988	

Classes: 9

Remark: ON 3/14/94 RECORDED Name Change from RDCI to RDI, REEL 1118, FRAME 184-185.

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Goods: MODEM ELECTRONIC DEVICES, NAMELY MODULATORS AND DEMODULATORS USED IN THE TRANSMISSION OF DATA

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Page: 3

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
COMLINK	RDI	AEM	5104	Registered	02-Apr-1980	61131415	14-Dec-1985	

Agent: RQSL  
 Classes: 9  
 Remarks: (NO HYPHEN BETWEEN COM. LINK). OBBE'S CASE/ UK RESPONSIBILITY

CRYPTOSERVER	RDI	AEM	5181	Registered	24-Oct-1988	1540302	23-May-1989	23-May-2009
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Classes: 9  
 Goods: MODEMS AND PARTS AND FITTINGS THEREFOR  
 Remarks: TRADEMARK OWNED BY RACAL GUARDDATA, INC.

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DATACRYPTOR	RDI	AEM	1516	Registered	19-Mar-1980	366264A1	26-Oct-1990	19-Mar-2000
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Country: Belgium  
 Agent: NEDE  
 Classes: 9  
 Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION  
 Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND, BELGIUM AND LUXEMBURG



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Trademark List

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Trademark Name	Division	Attorney's	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI	ABM	1516	Registered	40076080 20-Mar-1980	382334 27-Nov-1985	20-Mar-2000	

Agent: JACOB

Classes: 9

Remarks:

Goods: MICROPROCESSOR CODING/DECODING  
APPARATUS FOR SECURITY  
TRANSMISSION OF COMPUTER  
INFORMATION

Country: Kuwait

RDI	ABM	1516	Registered	24491	23331	05-Jun-2000
				05-Jun-1990	16-Nov-1993	

Agent: RGS L

Classes: 9

Remarks:

Goods: ELECTRONIC ENCODER AND DECODER  
UNIT FOR SCRAMBLING AND  
DESCRAMBLING TRANSMITTED  
COMPUTER INFORMATION

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Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/ filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI		1516	Registered	8093	8093	04-Jun-2010	

Agent: RGSJL

Classes: 9

Remarks:

Goods: ELECTRICAL AND ELECTRONIC APPARATUS AND INSTRUMENTS FOR RECEIVING, TRANSMITTING, PROCESSING, STORING AND AUTHENTICATING DATA, ENCRYPTION AND DECRYPTION APPARATUS, COMPUTERS AND COMPUTER PROGRAMMES, AND PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS.

DATACRYPTOR	RDI	AEM	1516	Registered	7039	6899	07-Jun-1990	01-Jun-1991	07-Jun-2000
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Agent: RGSJL

Classes: 9

Remarks: The exact date of registration is not known. Records indicate only Jan. 1991.

Goods: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPUTER INFORMATION.

Wednesday, January 28, 1998

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI		1516	Registered	5421/NJ 08-Nov-1993	158594 16-Aug-1995	08-Nov-2000	

Country: Republic of Ireland

Agent: RGSLS

Remarks: RDI will pay for this case per R. Obec. Obec is resp. for this case. WHEN RENEWAL IS DUE/ASSIGN TO RGUARDA

DATACRYPTOR	RDI	AEM	1516	Registered	1130639 19-Mar-1980	B1130639 13-Oct-1982	19-Mar-2001	
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Country: United Kingdom

Agent: REEDI

Classes: 9

Goods: ELECTRONIC CODING AND/OR DECODING APPARATUS, FOR SECURITY TRANSMISSION OF DATA AND PARTS AND FITTINGS INCLUDED IN CLASS 9 FOR ALL THE AFORESAID GOODS.

DATACRYPTOR	RDI	AEM	1516	Registered	232114 20-Sep-1979	1169032 15-Sep-1981	15-Sep-2001	
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Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95- SUBMITTED ASSIGNMENT TO RACAL GUARDA TA INC 10/11/95

Goods: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPUTER INFORMATION

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Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	AM609389 19-Dec-1989	130821 09-May-1990	09-May-2000	

Agent: RGSLS

Classes: 9

Remarks: TRADEMARK OWNED BY RACAL GUARDDATA

Goods: ELECTRICAL AND ELECTRONIC APPARATUS AND INSTRUMENTS FOR RECEIVING, TRANSMITTING, PROCESSING, STORING AND AUTHENTICATING DATA; ENCRYPTION AND DECRYPTION APPARATUS; COMPUTERS AND COMPUTER PROGRAMS; PARTS OF AND FITTINGS FOR ALL AFORESAID GOODS IF THEY ARE NOT INCLUDED IN OTHER CLASSES.

DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	451505	271831	08-Sep-1997
Country: Canada					19-Mar-1980	08-Sep-1982	

Agent: NIRON

Classes: 9

Remarks: DECLARATION OF USE FILED MAY 12, 1982

Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION

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Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	R376359 20-Mar-1980	1016892 15-Apr-1981	20-Mar-2000	

Agent: EISEN

Classes: 9

Remarks: AUTHORIZED PROLONGATION WHICH WAS DUE ON 3/31/90

Goods: (PRIORITY OF 9/20/79) MICROPROCESSOR, CONTROLLED DEVICES FOR ENCODING AND DECODING OF SCRAMBLED AND DESCRAMBLER COMPUTER INFORMATION FOR TRANSMISSION OF DATA.

Goods: (PRIORITY OF 3/28/80); COMPUTER FOR MANIPULATING AND/OR PROCESSING AND/OR TRANSFER OF DATA.

DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	190165	1576857	22-Feb-2000
Country: France					22-Feb-1990		22-Feb-1990

Agent: RINUUY

Classes: 9

Remarks:

Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION

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Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	11750	22857	18-Feb-2000	
Country: Saudi Arabia						25-Nov-1990		

Agent: RGSJL  
Classes: 9

Remarks: REG. IS IN FORCE FOR 10 HEGIRA YEARS (EQUIVALENT TO 9 YEARS AND 8 MONTHS (APPROX.) ACCORDING TO GREGORIAN YRS (85/1411H

Goods: ELECTRONIC CODING AND/OR DECODING APPARATUS, FOR SECURITY TRANSMISSION OF DATA AND PARTS AND FITTINGS

DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	382893	9469	19-Dec-2009	
Country: Switzerland					19-Dec-1989	07-Jun-1991		

Agent: RGSJL  
Classes: 9

Remarks:

EXCALIBUR	RDI	AEM	5196	Registered	809293	1617383	16-Oct-2000	
Country: United States of America					26-Jan-1989	16-Oct-1990		

Agent: RGSJL  
Classes: 9  
Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95.

Goods: ELECTRONIC COMMUNICATION MODULATORS AND DEMODULATORS FOR DATA COMMUNICATION SYSTEMS



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Trademark List

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Trademark Name	Division	Attorney	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
EXCALIBUR	RDI	AEI	5355	Registered	011780	1696803	23-Jun-2002	

Country: United States of America

Classes: 9

Remark: Submitted recordal of Name Change from RDCI to RDI on 5/5/95.

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Goods: DIGITAL ACCESS DEVICE FOR ACCESSING DIGITAL TRANSMISSION LINES FOR TRANSMITTING DIGITAL DATA

EXCALIBUR	RDI	AEI	5196	Registered	234044	234044	25-Mar-2004	
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Country: Uruguay

Agent: BACO

Classes: 9

Remarks:

Goods: ELECTRONIC COMMUNICATION MODULATORS AND DEMODULATORS FOR DATA COMMUNICATION SYSTEMS

GEORGE	RDI	AEI	5357	Registered	596577	1340418	11-Jun-2005	
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Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95

Goods: COMMUNICATIONS EQUIPMENT, NAMELY, COMPUTER PROGRAMS AND MODEMS

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Trademark List

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Trademark Name	Division	Attorney's	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
INTERNEXT	RDI	AEM	5390	Registered	153012 01-Apr-1991	1859487 25-Oct-1994	25-Oct-2004	

Country: United States of America

Classes: 9

Remarks: On 4/27/92 Recorded Merger of Rascal Interlan, Inc. to RISI and RISI

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Goods: PRE-CONFIGURED DATA NETWORKING APPARATUS OPERATIONAL WITH SOFTWARE, FOR CONNECTING AND CENTRALLY INTEGRATING DATA COMMUNICATIONS BETWEEN PCS, TERMINALS AND PERIPHERALS, NAMELY, TERMINAL SERVERS, CONCENTRATORS AND MANAGEMENT MODULES.

INX	RDI	PPH	9047	Registered	692989	1979668	11-Jun-2006
Country: United States of America					22-Jun-1995	11-Jun-1996	

Classes: 9

Remarks:

24

Goods: data communication equipment, namely preconfigured data networking chassis operational with software and modules therefor, for connecting and centrally integrating data communications between networks, PCs, terminals, modems, workstations, host systems and peripherals



LISTING OF TRADEMARKS HAVING USE RESTRICTIONS

1. List of RDI trademarks having use restrictions:

(Active Trademarks)

a. TM "CMS"

(Inactive Trademarks)

b. TM "Internext"

c. TM "Interlanlink"

d. TMs "LanNet" and "Racal LanNetExpress"

e. TMs "Net Express" and "Racal LanNetExpress"

f. TM "RM"

g. TMs "SkyNetworks" and "SkyNet"

The rights and restrictions for each mark will be considered individually hereinafter:

B. RDI TRADEMARKS' USE RESTRICTIONS

1. TM "CMS"

In a May 29, 1991 agreement with CINCINNATI BELL INFORMATION SYSTEMS, INC. (CBIS), RDI's use is restricted to:

"DATA COMMUNICATIONS EQUIPMENT" shall mean:  
1) a binary data communications network management system and related support services for monitoring of, testing of, controlling of, and/or information gathering on data communication components and/or groups of components in a data communications network to ensure network/component availability and/or performance and 2) the components managed by such data communications network management system including, without limitation, modems, multiplexers, digital service units, network switches and like data communications components.

Under this agreement, CBIS's use of the TM "CMS" is restricted to:

"TELEPHONE BUSINESS SERVICES AND GOODS" shall mean: a telecommunication network management system and related support services for inventory, billing, telephone and network analysis, network optimization and management cost accounting reports, employee

February 24, 1994  
RECOMMENDED RESTRICTIONS

productivity and scheduling of telephone networks, collection of call record and related data for circuit measurement and any associated interfaces and 2) a system to assign the facilities of such telecommunications systems, including, without limitation, switches, ports, channels, cables, pairs, frequencies and associated components.

Status: TM "CMS" still being used.

2. TM "Internext"

By agreement executed on behalf of Racal on November 30, 1993 with NcXT Computer, Inc., Racal's use of INTERNEXT was restricted as follows:

"Racal agrees to use its mark INTERNEXT" with all of the letters of the mark in the upper case. Racal agrees not to use the lower case for any or all of the letters of its mark INTERNEXT now or in the future. Racal agrees not to use the word NEXT in any manner which would be likely to cause confusion with any Next mark.

Racal agrees not to use its mark INTERNEXT displayed with, near, in or on a rectangular or square or box-like design having a tilted configuration or other such similar design."

3. TM "Interlanlink"

By Stipulation executed on behalf of Racal dated October 25, 1993, Racal dismissed its counterclaim against Interlink Technologies, Inc. on the basis that Interlink would restrict its use of the service mark INTERLINK for installing bar code scanner systems used in distribution and warehouse industries and installing computer systems and computer software used in connection therewith. Interlink dismissed its opposition to Racal's trademark application for INTERLANLINK for computer networking apparatus, comprised of a standalone hub for connecting devices such as PC's, printers and terminals to a network. Both parties to the stipulation have agreed they will not extend use of their respective marks into areas in which confusion between products would be likely.

4. TM "LanNet"

In response to a series of correspondence with the attorney for LanNet Data Communications, Ltd., a division of RAD in Israel,

February 24, 1994  
REMIAPLAEERICT.TM

the last letter dated April 25, 1991, Racal agreed to avoid any use of the LANNET mark as incorporated into any Racal compound mark. Accordingly, the intent to adopt the mark RACALANET EXPRESS or LANET EXPRESS was abandoned.

4. TM "Net Express"

In response to a series of correspondence received from the attorneys for NetExpress, Inc., the last correspondence dated May 22, 1991, Racal agreed to cease all use of Racalan NetExpress to avoid any appearance that Racal may have acquired NetExpress, Inc. Accordingly, the mark RNX was adopted by Racal.

Status: TM "Racalan NetExpress" has been abandoned.

4. TM "RM"

In an April 4, 1988 Agreement with Ryan-McFarland, RDI can use the TM "RM" to identify the following goods: data communication and/or voice communication products, systems and services, including but not limited to, modems, digital service units, multiplexors, encryptors, network management and diagnostic systems and reconfiguration and restoration systems for data and/or voice networks.

RACAL agreed that RYAN-MCFARLAND could continue to use the marks on systems software products, programming services and service programs for systems software including, but not limited to compilers, utility software, development software tools, interfaces, personal computer boards and support maintenance systems.

Status: Most use of mark has migrated to the TM "RMD"

5. TM "SkyNetworks"

Under a July 2, 1991 agreement with ATT, RDI cannot use the TMs "Skynetworks", "Skynet", or any mark confusing similar thereto to identify telecommunications goods and services including but not limited to network satellite telecommunications goods and services.

Status: Inactive. All use of these marks have been terminated.

RECORDED, 24, 1994  
ASX.XE RESTRICT.TM



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

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FEBRUARY 08, 1999

PTAS

BROBECK, PHLEGER & HARRISON LLP  
ATTENTION: KIMBERLEY A. LATHROP  
550 SOUTH HOPE STREET  
LOS ANGELES, CA 90071



\*100856173A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

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TONYA LEE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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RECORDED: 10/14/1998

TRADEMARK  
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