

MKB 2-4-99

FORM PTO-1594  
(Rev. 6-93)

2-4-99

RECO

02-08-1999

HEET

U.S. DEPARTMENT OF  
Patent and Trademark

OMB No. 0651-0011 (exp. 4/9)



100959874

Tab settings

To the Honorable Commissioner of Patent:

original documents or copy thereof

1. Name of conveying party(ies):  
Clifford Electronics, Inc.

- Individual(s)
- General Partnership
- Corporation-State (CA)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: October 1, 1997

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc. as Agent

Internal Address:

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship
- Association IL
- General Partnership
- Limited Partnership
- Corporation State
- Other

If assignee is not domiciled in the United States, a domestrepresentative 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 trademark

A. Trademark Application No.(s)  
75-216,880 75-216,881

B. Trademark Registration  
1,368,850 1,388,987 1,674,046 1,745,072

Additional numbers attached?  Yes  No

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

Name: Federal Research Corp

Internal Address:

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41) ..... \$ 165.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

02/05/1999 DNGUYEN 00000100 1368850

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

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 of the original document.

Nancy A. Butler  
Name of Person

Nancy A Butler  
Signature

1/24/99  
Date

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

5

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

TRADEMARK  
REEL: 1849 FRAME: 0471

Schedule 1 to Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CliffAlarm	1368850	11/05/85
IMS	1388987	04/08/86
Clifford	1674046	02/04/92
CallGuard	1745072	01/05/93

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE OF APPLICATION</u>
VirtualKey	75/216881	12/23/96
Virtual Link	75/216880	12/23/96

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
	[None]	

## **TRADEMARK SECURITY AGREEMENT**

WHEREAS, CLIFFORD ELECTRONICS, INC., a California corporation (“Grantor”) with its principal place of business at 20750 Lassen Street, Chatsworth, California, 91311, owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Avital Technologies, Inc., Heller Financial, Inc., as Agent for Lenders (together with its successors and assigns, the “Grantee”), and Lenders are parties to that certain Credit Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”; terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement), between Grantor, Avital Technologies, Inc. and Grantee, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including (except as limited by the Security Agreement) all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and the

Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License;

but excluding from Trademark Collateral any of the foregoing items to the extent (but only to the extent) that the granting of a security interest therein is prohibited by applicable laws or, in the case of any Trademark License or any Trademark licensed thereunder by Grantor as licensee, if the granting of a security interest therein is prohibited by an enforceable restriction in such Trademark License or the terms of such Trademark License would permit the other party thereto to terminate such Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. The interest evidenced hereby is a security interest only and is not a present assignment of any Trademark Collateral. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 1st day of October, 1997.

**CLIFFORD ELECTRONICS, INC.,**

By: William J. Frank

Name: William Frank

Title: VPO

Acknowledged:

**HELLER FINANCIAL, INC.,**  
as Agent

By: Dennis R. Robleski

Name: Dennis R. Robleski

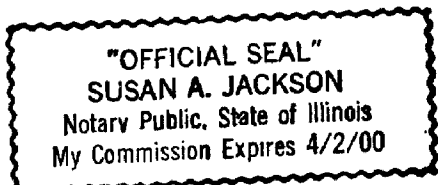
Title: SVP

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

ss.

On this 1st day of October, 1997 before me personally appeared William Franklin 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 CFO of CLIFFORD ELECTRONICS, INC., a California corporation, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said company.



Susan A. Jackson  
Notary Public

My commission expires:

April 2, 2000