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06-08-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594
1-31-92

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Send original documents or copy thereof.

To the Honorable Commissioner of Patents and Trademarks: Please return this form with original documents or copy thereof.

1. Name of conveying party(ies):

National Electronics, Inc. f/k/a
National Electronics Acquisitions Corp.

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

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

3. Nature of conveyance:

6-7-99

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

Execution Date: 2/8/99

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

Name: LaSalle Bank National Association

Internal Address: 135/425 Asset Based Lending

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

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

B. Trademark registration No.(s)

1107813

Additional numbers attached? Yes No

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

Name: Jenine Talib

Internal Address: Asset Based Lending

Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved:

1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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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.

Jenine Talib

Name of Person Signing

Jenine Talib
Signature

6/3/99

Date

Total number of TRADEMARK sheets:

REEL: 001908 FRAME: 0041

135 South LaSalle Street
Chicago, Illinois 60603
(312) 904-2000

June 4, 1999

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

**Re: National Electronics, Inc. f/k/a
National Electronics Acquisitions Corp.
Trademark Registration # 1107813**

(Brief)

Please correct the Security Agreement to correct the name of Assignee filed on February 18, 1999, recorded on Reel 1856 Frame 0157.

Respectfully,



Jenife Talib
Documentation Specialist
Asset Based Lending

jt

Enclosures

cc: *Bruce A. Denby
Steve Fenton, Esq.
Tom Hirsh, Esq.
Bernadette Harper
Maria Mercado*

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent

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Send original documents or copy thereof.

1. Name of conveying party(ies):
 National Electronics, Inc. f/k/a
 National Electronics Acquisitions Corp.

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

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

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

Name: Jenine Talib

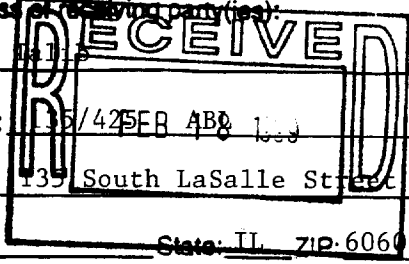
Internal Address: 135/425ER ABQ 1000

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 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



3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Amendment to Trademark Security Agreement

Execution Date: 2-8-99

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
 See Attached

B. Trademark registration No.(s)
 See Attached

Additional numbers attached? Yes No

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

Name: Jenine Talib

Internal Address: Asset Based Lending
 Suite 425

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 1

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

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

02/19/1999 DNGUYEN 00000116 1107813
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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.

Jenine Talib 2/16/99
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to that certain **Trademark Security Agreement** dated as of April 21, 1998 (the "Trademark Security Agreement") made by **National Electronics Acquisition Corp.**, a **Florida** corporation (the "Borrower") in favor of LaSalle National Bank, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (the "Lender") is made as of **February 8**, 1999.

WHEREAS, the Borrower and Lender are parties to that certain Loan and Security Agreement dated as of **April 21, 1998**, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on **May 13, 1998**, Reel/Frame #**1726/0517**, in the form attached hereto as Exhibit 1.

WHEREAS, since the date of the Borrower's execution of the Trademark Security Agreement, the Borrower has changed its name to **National Electronics, Inc.**; and

WHEREAS, the parties agree to amend the Trademark Security Agreement to confirm the change of name of Borrower to **National Electronics, Inc.**;

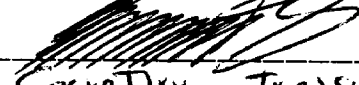
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Name Change. All references to **National Electronics Acquisition Corp.** shall be deemed to refer to **National Electronics, Inc.**

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.


IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

National Electronics, Inc. f/k/a National Electronics Acquisition Corp.

By 
Its Secretary - Treasurer

Agreed and Accepted this 9th day
of February, 1999

LASALLE NATIONAL BANK

By 
Its VP/SR ATTORNEY
(m:\dept\abl\ablforms\standard\std-1\71.doc)

ACKNOWLEDGMENT

STATE OF (Fla.)
COUNTY OF (Dade))SS.

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 8 day of February, 1999, by Enrique Fefer, personally known to me to be the Secretary-Treasurer of **National Electronics, Inc. f/k/a National Electronics Acquisition Corp.**, a Florida corporation, on behalf of such corporation.

Bennett G. Feldman
Notary Public

DADE County, FLORIDA

My Commission Expires:

1  BENNETT G FELDMAN
My Commission CC557323
Expires May-23, 2000

ACKNOWLEDGMENT

STATE OF Illinois)
)SS.
COUNTY OF Cook)

I, ROMANITA HARRIS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT THOMAS G. HINSH, the VPI Senior Attorney of **LaSalle National Bank**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as h__ own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of February, 1999.

Romanita Harris
Notary Public

Cook County, Illinois

My Commission Expires:
February 7, 2002

