

08-02-1999

SHEET

Docket No.:



VLY

101106901

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Jacobs Electronics

7.29.99



- Individual(s)
- General Partnership
- Corporation-State Texas
- Other

Additional names(s) of conveying party(ies) Yes No

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

Name: The Provident Bank

Internal Address: _____

Street Address: One East Fourth Street - 216A

City: Cincinnati State: OH ZIP: 45200

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: July 9, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1.827,218

Additional numbers Yes No

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

Name: Cory M. Amron, Esquire

Internal Address: Vorys Sater Seymour and Pease LLP

Street Address: 1828 L Street, N.W.; 11th Floor

City: Washington State: DC ZIP: 20036

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:

07/30/1999 MTHAI1 00000219 1827218

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

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.

Cory M. Amron

Name of Person Signing

Cory Amron

Signature

July 25, 1999

Date

Total number of pages including cover sheet, attachments, and

14

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made between JACOBS ELECTRONICS, a Texas corporation, having its chief executive office at 500 North Baird Street, Midland, Texas 79701 ("Grantor"), and THE PROVIDENT BANK, an Ohio banking corporation, as Agent (together with any successor agent, the "Agent"), for the benefit of the Secured Creditors (as defined below).

WITNESSETH

WHEREAS, Grantor, Rostra Precision Controls, Inc., a Connecticut corporation, Rostra Tool Company, a Connecticut corporation, the Agent, and certain Lenders (as defined in the Loan Agreement defined below) have entered into an Amended and Restated Loan and Security Agreement dated as of July 9, 1999, providing for the making of Loans (as defined in the Loan Agreement) and the issuance of Letters of Credit (as defined in the Amended and Restated Loan Agreement) (as used herein, the term "Loan Agreement" means the Amended and Restated Loan and Security Agreement described above in this paragraph, as the same may be amended, modified, extended, renewed, replaced or supplemented from time to time) (the Agent and the Lenders are sometimes all collectively referred to herein as the "Secured Creditors");

NOW THEREFORE, in consideration of the foregoing and other benefits accruing to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees with, and makes the following representations and warranties to the Agent, for the benefit of the Secured Creditors, as follows:

1. DEFINITIONS.

1.1 Loan Agreement. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

1.2 Other Definitional Provisions; Construction. Unless otherwise specified,

(i) As used in this Agreement, accounting terms relating to Grantor not defined in this Agreement have the respective meanings given to them in accordance with GAAP.

(ii) References to the Uniform Commercial Code, or UCC, mean as enacted in the particular jurisdiction(s) encompassed by the reference.

(iii) The definition of any document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements and amendments thereof. All Schedules attached to this Agreement are incorporated into, made and form an integral part of, this Agreement for all purposes.

(iv) "Hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Grantor is to be taken promptly, unless the context clearly indicates the contrary.

(v) All of the uncapitalized terms contained in this Agreement which are defined under the Code will, unless the context indicates otherwise, have the meanings provided for in the Code.

2. GRANT OF SECURITY. As security for the full, prompt and complete performance of the Obligations, Grantor hereby assigns, pledges and grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights (as defined below) and (vi) together in each case with the goodwill of Grantor's business connected with the use of, and symbolized by, the Trademark Collateral. The Trademark Collateral excludes any U.S. intent to use trademark application until evidence of use of the mark has been filed and accepted by the U.S. Patent and Trademark Office.

3. LICENSE; SECURITY INTEREST.

3.1 Grant of Licenses. Grantor hereby grants, assigns and conveys to the Agent, for the benefit of the Secured Creditors, Grantor's entire right, title and interest in, to and under all license agreements with any Person, whether Grantor is licensor or licensee under any such license agreement, including the licenses listed on Schedule I, with respect to any trademarks, service marks, and trade names and all rights thereto and thereunder (such rights as licensor or licensee sometimes referred to herein collectively as the "Trademark License Rights").

3.2 License by the Agent. In consideration of the undertaking of Grantor to fulfill the covenants of this Agreement and to discharge the Secured Obligations, the Agent, on behalf of the Secured Creditors, grants to Grantor a personal, non-transferable exclusive right and license (without representation or warranty of any kind), to exercise the Trademark License Rights (such right and license referred to herein as the "License"). Upon the occurrence of an Event of Default and upon notice from the Agent to Grantor (i) the License shall terminate forthwith, (ii) all rights and interests in, to and under the License shall revert to the Agent, and (iii) the Agent shall have all other rights and remedies provided herein and in the other Loan Documents. If such Event of Default shall cease to exist, then, without any further action on the part of the Agent, the License shall revert with Grantor.

3.3 Security Interest in the License. As security for the full and prompt performance of all of the Secured Obligations, Grantor hereby assigns, pledges and grants to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the right, title and interest of Grantor in and to the License.

4. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(i) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral and the License free and clear of any Liens, charges and encumbrances including all pledges, assignments, releases and covenants by Grantor not to sue any other Person in respect of the Trademark Collateral and the License, except as otherwise disclosed in Schedule I and except for U.S. intent to use trademark applications.

(ii) Set forth in Schedule I is a complete and accurate list of all the Trademark License Rights, trademarks, trade names, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations owned by Grantor.

(iii) Each trademark, service mark, trade name, trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is, to the best of Grantor's knowledge, valid, registered or registrable and enforceable. Grantor has notified the Agent in writing of all prior uses of any material item of the Trademark Collateral of which Grantor is aware which could lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such item.

(iv) Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral except as otherwise disclosed in Schedule I.

(v) Grantor has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark.

(vi) The Trademark License Rights are in full force and effect, and Grantor is not in default of any of the Trademark License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a default by Grantor under the Trademark License Rights.

(vii) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of applicable perfecting documents with the State of Ohio, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any Governmental Authority is currently or is reasonably expected to be required either (a) for the grant by Grantor of the Lien granted hereby or for the execution, delivery or performance

of this Agreement by Grantor, or (b) for the perfection of or the exercise by the Agent of its rights and remedies hereunder.

5. FURTHER ASSURANCES.

5.1 Required Grantor Actions. Grantor will from time to time, at its expense, promptly execute and deliver all further instruments, documents and agreements take all further action, that may be necessary or desirable, or that the Agent may reasonably request, in order to (i) continue, perfect and protect the assignment and the Lien granted or purported to be granted hereby or (ii) enable the Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral and the License, or both. Without limiting the generality of the foregoing, Grantor will sign and file such financing statements and such other instruments or notices, as may be necessary or desirable, or as the Agent may reasonably request, in order to perfect and preserve the Lien granted or purported to be granted hereby.

5.2 Financing Statements. Grantor hereby authorizes the Agent to file one or more financing statements relative to all or any part of the Trademark Collateral and the License without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof or the License shall be sufficient as a financing statement where permitted by law.

5.3 Further Information. Grantor will furnish to the Agent from time to time statements and schedules further identifying and describing the Trademark Collateral and the License and such other reports in connection with the Trademark Collateral and the License as the Agent may reasonably request, all in reasonable detail.

5.4 Additional Ownership Interests. Grantor agrees that, should it obtain an ownership interest in any of the Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration, which is not now identified in Schedule I, (i) Grantor will give prompt written notice thereof to the Agent, (ii) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (iii) any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any of the Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, which becomes part of the Trademark Collateral under this Section 5.4.

5.5 Maintenance of Rights. With respect to any trademark necessary to the conduct of Grantor's business, Grantor agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service

mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent necessary to the conduct of its business, Grantor agrees to take corresponding steps with respect to each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which Grantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Grantor. Grantor shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark, unless the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary in the conduct of Grantor's business.

5.6 Notification. Grantor will notify the Agent immediately and in writing if Grantor learns (i) that any material item of the Trademark Collateral may become abandoned or dedicated; (ii) of any adverse determination or any development (including the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights.

5.7 Infringement. If Grantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by any Person, Grantor will promptly notify the Agent and will, if necessary under the circumstances, promptly sue for infringement or misappropriation and for recovery of all damages caused by such infringement or misappropriation, and will take such other actions as Grantor deems appropriate under the circumstances to protect the Trademark Collateral. Any expense incurred in connection with the foregoing activities shall be borne by Grantor.

5.8 Statutory Notice. Grantor will continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark.

6. TRANSFERS AND OTHER LIENS. Grantor shall not:

(i) sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral or the License, except as expressly permitted by the Loan Agreement, except that Grantor may license any Trademark Collateral in the ordinary course of Grantor's business, provided that such license is necessary or desirable in the conduct of Grantor's business;

(ii) create or suffer to exist any Lien or other charge or encumbrance upon or with respect to any of the Trademark Collateral except as otherwise disclosed in Schedule I, or as otherwise expressly permitted by the Loan Agreement; or

(iii) take any other action in connection with any of the Trademark Collateral or the License that would impair the value of the interests or rights thereunder of Grantor.

7. POWER OF ATTORNEY. Grantor hereby irrevocably appoints the Agent as Grantor's attorney-in-fact, with full authority in Grantor's place, stead and on behalf of Grantor and in Grantor's name or otherwise, from time to time in the Agent's sole and absolute discretion, to take any action and to execute any instrument that the Agent may deem necessary or advisable to accomplish the purposes of this Agreement including:

(i) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(ii) to receive, indorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (i) above; and

(iii) to file any claims or take any action or institute any proceedings that the Agent may deem necessary or desirable for the collection of any of the Trademark Collateral or otherwise to enforce the rights of the Agent with respect to any of the Trademark Collateral or the License.

8. THE AGENT MAY PERFORM.

8.1 Performance by the Agent. If Grantor fails to perform any of its obligations contained herein, the Agent may itself perform, or cause performance of, such obligations, and the expenses of the Agent incurred in connection therewith shall be payable by Grantor under Section 11.2 of this Agreement.

8.2 Inspections. The Agent, or its designated representatives, shall have the right, at all times, to inspect Grantor's premises and to examine Grantor's books, records and operations relating to the Trademark Collateral.

8.3 The Agent May Bring Suit. The Agent will have the right, but in no way will be obligated, to bring suit in its own name or in the name of Grantor to enforce any part of the Trademark Collateral or the Trademark License Rights. Grantor will at the reasonable request of the Agent do any and all lawful acts and sign any and all proper documents required by the Agent in aid of the Agent's enforcement actions. On the Agent's demand, Grantor will promptly reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 8.

9. THE AGENT'S DUTIES. The powers conferred on the Agent hereunder are solely to protect its interest in the Trademark Collateral and the License and shall not impose any duty upon the Agent to exercise any such powers. Except for the safe custody of any Trademark Collateral in its possession and the accounting for moneys actually received by it hereunder, the Agent shall have no duty as to any of the Trademark Collateral, the License or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Trademark Collateral. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Trademark Collateral and the License in its possession if the

Trademark Collateral and the License are accorded treatment substantially equal to that which the Agent accords its own property.

10. REMEDIES. If any Event of Default shall have occurred and be continuing:

(i) The Agent may exercise in respect of the Trademark Collateral and the License, in addition to other rights and remedies provided for herein or otherwise available to the Agent, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral) and also may (a) exercise any and all rights and remedies of Grantor under or otherwise in respect of either the Trademark Collateral or the License, or both; (b) license the Trademark Collateral or any part thereof, or assign its rights to the Trademark License Rights to any Person, and (c) without notice, except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Grantor will supply to the Agent or its designee Grantor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Grantor's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(ii) All payments received by Grantor under or in connection with any of the Trademark Collateral or the License shall be received in trust for the benefit of the Agent, shall be segregated from other funds of Grantor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary indorsement).

(iii) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral or the License and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral or the License may, in the discretion of the Agent, be held by the Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 11.2 of this Agreement) in whole or in part by the Agent against, all or any part of the Secured Obligations, in such order as the Agent shall elect. Any surplus of such cash or cash proceeds held by the Agent and remaining after payment in full of all the Secured Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive such surplus.

11. INDEMNIFICATION; EXPENSES.

11.1 Indemnification. In consideration of the execution and delivery of the Loan Agreement and the making of any Loan to Grantor, Grantor agrees to indemnify and hold each Secured Creditor and each Secured Creditor's officers, directors, Affiliates, and agents (for the purposes of the Section 11.1, each is an "Indemnified Party") harmless from and against any and all claims, losses and liabilities arising out of or resulting from any or all of (i) this Agreement, (ii) the transactions contemplated hereby (including enforcement of this Agreement), and (iii) the Trademark Collateral and License except claims, losses or liabilities resulting from an Indemnified Party's bad faith or willful misconduct. The indemnification provided for in this Section 11.1 is in addition to, and not in limitation of, any other indemnification or insurance provided by Grantor to any Secured Creditor.

11.2 Expenses. Grantor will upon demand pay to the Agent the amount of any and all reasonable expenses, including reasonable attorneys' fees which the Agent may incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral and the License, (iii) the exercise or enforcement of any of the Agent's rights hereunder, or (iv) the failure by Grantor to perform or observe any of the provisions of this Agreement, all of which constitute part of the Obligations and are secured by the Trademark Collateral.

12. AMENDMENTS; WAIVERS; CONSENTS. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantor herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by the Agent, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

13. NOTICES. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by, Section 15.8 of the Loan Agreement.

14. GENERAL.

14.1 Continuing Rights. This Agreement shall create a continuing assignment to the Agent of the Trademark License Rights and a continuing security interest in the Trademark Collateral and License and shall (i) remain in full force and effect until payment in full of the Secured Obligations, (ii) be binding upon Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Agent hereunder, to the benefit of each Secured Creditor and each Secured Creditor's successors, transferees and assigns.

14.2 Term; The Trademark Collateral and the License Revert. Subject to Section 14.10 below, this Agreement will terminate on the later to occur of (i) the full performance, payment and satisfaction of the Secured Obligations and (ii) the termination of the Loan Agreement, at which time the Lien granted hereby shall terminate and all rights to the Trademark Collateral and

the License shall revert to Grantor. Upon any such termination, the Agent will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor reasonably requests to evidence such termination and to reassign the Trademark Collateral together with the goodwill of the business relating to the Trademark Collateral to Grantor.

14.3 Severability. If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

14.4 Governing Law. THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF OHIO; PROVIDED THAT AGENT AND SECURED CREDITORS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

14.5 WAIVER OF JURISDICTION. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR THE AGENT TO ENTER INTO THIS AGREEMENT AND FOR THE SECURED CREDITORS TO EXTEND CREDIT TO BORROWER, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF OHIO OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF OHIO, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF BORROWER, THE AGENT AND THE SECURED CREDITORS CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF BORROWER, AGENT AND THE SECURED CREDITORS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT. NOTWITHSTANDING THE FOREGOING: (i) AGENT AND THE SECURED CREDITORS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AGENT OR THE SECURED CREDITORS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS AND (ii) EACH OF THE PARTIES ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS. BORROWER WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO SUCH BORROWER AT ITS ADDRESS SET FORTH IN SECTION 15.8 OF THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE

DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAIL. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF AGENT OR THE SECURED CREDITORS TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

14.6 Headings. The Section headings in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

14.7 Survival. The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

14.8 Entire Agreement. This Agreement and the other Loan Documents set forth the entire agreement of the parties with respect to subject matter of this Agreement and supersedes all previous understandings, written or oral, in respect thereof.

14.9 Assignment. The Agent, subject to the terms of the Loan Agreement, shall have the right to assign this Agreement and the other Loan Documents. Grantor may not assign, transfer or otherwise dispose of any of its rights or obligations hereunder, by operation of law or otherwise, and any such assignment, transfer or other disposition without the Agent's written consent shall be void. All of the rights, privileges, remedies and options given to any Secured Creditor or to all the Secured Creditors under the Loan Documents shall inure to the benefit of any Secured Creditor's successors and assigns, respectively, and all the terms, conditions, covenants, provisions and warranties herein shall inure to the benefit of and bind the permitted successors and assigns of Grantor and each Secured Creditor, respectively.

14.10 Application of Payments; Revival of Secured Obligations. The Agent shall have the continuing right, but not the obligation, to apply or reverse and reapply any payments to any portion of the Obligations. To the extent Grantor makes a payment or payments to any Secured Creditor or any Secured Creditor receives any payment or proceeds of the Collateral or any other security for Grantor's benefit, which payment(s) or proceeds or any part thereof are subsequently voided, invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Secured Obligations or part thereof intended to be satisfied shall be revived and shall continue in full force and effect, as if such payment or proceeds had not been received by the affected Secured Creditor.

14.11 The Agent. (i) As between the Lenders and the Agent, (A) the Agent will hold all items of the Trademark Collateral at any time received under this Agreement in accordance with the terms of this Agreement and the Loan Agreement and (B) by accepting the benefits of this Agreement, each Lender acknowledges and agrees that (1) the obligations of the Agent as holder of the Trademark Collateral and any interests therein and with respect to any disposition of any of the Trademark Collateral or any interests therein are only those obligations expressly set forth in this Agreement and the Loan Agreement and (2) this Agreement may be enforced only by the action of the Agent and that no Lender shall have any right individually to seek to enforce or to enforce this Agreement, it being understood and agreed that such rights and remedies may be

exercised by the Agent, for the benefit of the Secured Creditors, upon the terms of this Agreement, the Guaranty, and the Loan Agreement. (ii) As between Grantor and the Agent, the Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority to so act or refrain from acting.

14.12 Conflict. If there is any conflict, ambiguity, or inconsistency, in the Agent's judgment, between the terms of this Agreement and the Loan Agreement, then the applicable terms and provisions, in the Agent's judgment, providing the Agent (or, as applicable, the Secured Creditors) with greater rights, remedies, powers, privileges, or benefits will control.

14.13 WAIVER OF JURY TRIAL. BORROWER, SECURED CREDITORS AND AGENT EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. BORROWER, SECURED CREDITORS AND AGENT EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

IN WITNESS WHEREOF, Grantor has, by its duly authorized officer, signed this Agreement as of July 9, 1999.

JACOBS ELECTRONICS, INC.

By: W.E. Rose
Name: WALTER F. ROSE
Title: CHAIRMAN

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 9th day of July, 1999, by WALTER E. ROSE, personally known to me to be

the CHAIRMAN of Jacobs Electronics corporation, a Texas corporation, on behalf of such corporation.

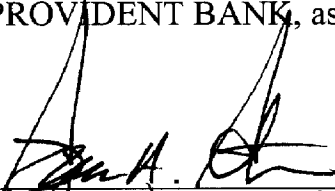
MEL J. SIMMONS, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date. Section 147.03 O.R.C.



Notary Public

Accepted at Cincinnati, Ohio
as of July 9, 1999.

THE PROVIDENT BANK, as Agent

By: 
Bruce A. Peterson Vice President
(Name) (Title)

Schedule I

(Jacobs Electronics, Inc.)

Trademark	Registration No.	Registration Date
JACOBS ELECTRONICS (Stylized) and Design	1,827,218	03/22/94