

09-10-1999

ATTY. DKT. NO. 8165:45

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



SEP 7

To the Honorable Commissioner of Patents

101122851

attached original documents or copies thereof

1. Name of conveying party(ies):
Tidel Engineering, L.P.

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

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

2. Name and address of receiving party(ies):
Name: Chase Bank of Texas, N.A.
Internal Address:
Street Address: 12875 Josey Lane
City: Dallas State: TX ZIP: 75234-6398

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: April 1, 1999

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)
Additional numbers attached? Yes No

B. Trademark registration No.(s)
1150280
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David H. Judson, Reg. No. 30,467
Internal Address: Hughes & Luce, L.L.P.
Suite 2800
Street Address: 1717 Main Street
City: Dallas State: Texas ZIP: 75201

6. Total number of applications and trademarks involved: 2
7. Total fee (37 CFR 3.41): \$ 65
 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

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.
David H. Judson
Name of Person Signing Signature Date 9/7/99
Total number of pages including cover sheet: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Published by THE BUREAU OF NATIONAL AFFAIRS, INC., Washington, D.C. 20037

09/09/1999 DNGUYEN 00000386 1150280

01 FC:481 40.00 DP
02 FC:482 25.00 DP

008165.00045:0454024.01

TRADEMARK
REEL: 001955 FRAME: 0800

TRADEMARK SECURITY AGREEMENT

WHEREAS, Tidel Engineering, L.P., a Delaware limited partnership ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Chase Bank of Texas, N.A., a national banking association ("Grantee"), and Tidel Technologies, Inc., a Delaware corporation, are parties to that certain Credit Agreement dated as of the date hereof (as heretofore or hereafter amended, modified and in effect from time to time, the "Loan Agreement"), providing for extensions of credit to be made by Grantor to Grantee; and

WHEREAS, pursuant to the terms of the Security Agreement (as defined in the Loan Agreement), Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, 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 Loan 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, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any renewals, reissues, continuations or extensions thereof) and trademark applications 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, trademark registration and trademark application;
- (2) each trademark license 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 or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

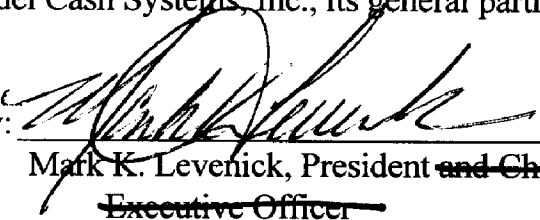
This Trademark Security Agreement is given in renewal, amendment, replacement, and restatement in its entirety (but not in novation, extinguishment or satisfaction) of that certain Trademark Security Agreement dated June 12, 1997, executed by Tidel Engineering, Inc., for the benefit of Grantee, successor-in-interest to Texas Commerce Bank National Association (the "Prior Agreement"). To the extent of any conflict between the terms of this Trademark Security Agreement and the terms of the Prior Agreement, the terms of this Trademark Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 1st day of April, 1999.

GRANTOR:

TIDEL ENGINEERING, L.P.,
a Delaware limited partnership

By: Tidel Cash Systems, Inc., its general partner

By: 
Mark K. Levenick, President ~~and Chief~~
~~Executive Officer~~

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

CHASE BANK OF TEXAS, N.A.

By: _____
Joanne Bramanti,
Vice President

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is given in renewal, amendment, replacement, and restatement in its entirety (but not in novation, extinguishment or satisfaction) of that certain Trademark Security Agreement dated June 12, 1997, executed by Tidel Engineering, Inc., for the benefit of Grantee, successor-in-interest to Texas Commerce Bank National Association (the "Prior Agreement"). To the extent of any conflict between the terms of this Trademark Security Agreement and the terms of the Prior Agreement, the terms of this Trademark Security Agreement shall control.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 1st day of April, 1999.

GRANTOR:

TIDEL ENGINEERING, L.P.,
a Delaware limited partnership

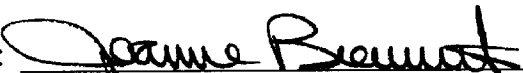
By: Tidel Cash Systems, Inc., its general partner

By: _____
Mark K. Levenick, President and Chief
Executive Officer

Acknowledged, agreed and accepted as
of the date hereof:

GRANTEE:

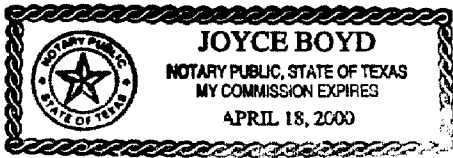
CHASE BANK OF TEXAS, N.A.

By:  _____
Joanne Bramanti,
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 § ss.
COUNTY OF DALLAS §

On the 1st day of April, 1999 before me personally appeared Mark K. Levenick, 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 the President and Chief Executive Officer of Tidel Cash Systems, Inc., the general partner of Tidel Engineering, L.P., who being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of Tidel Cash Systems, Inc., the corporation which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation and limited partnership; and that he acknowledged said instrument to be the free act and deed of said corporation.



Joyce Boyd
Notary Public

(Seal)

My commission expires:

4/18/00

**Schedule 1
to Trademark
Security Agreement**

TRADEMARK REGISTRATIONS

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>
1150280	4/07/81	TIDEL Systems

TRADEMARK APPLICATIONS

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
<u>75/629,185</u>	1/26/99	Stylized Tidel Swish

TRADEMARK LICENSES

NONE

UNREGISTERED MARKS

TACC
TACC II
TACC-II "Ci"
TACC-II "Cii"
TACC-II "SST"
TACC-IV
GTM
Tidel Engineering
Tidel
EMS2000
EMS3000
ETM
Chameleon