



Tab settings

MM 11-23-99

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To the Honorable Commissioner of Patents and

al documents or copy thereof.

1. Name of conveying party:

WesTek Inc.

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

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

3. Nature of Conveyance:

- Assignment Merger
- Amendment to a Security Agreement Change of Name
- Other _____

Execution Date: July 27, 1999

2. Name and address of receiving party:

Westdeutsche Landesbank Girozen
1211 Avenue of Americas
New York, NY 10036
Attn: Credit Department



11-23-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #54

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other New York branch of a German banking institution

If assignee is not domiciled in the United States, a domestic representative designator 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 patent number(s) listed below:

A. Trademark Application Nos.:

75/283,722

75/223,259

B. Trademark Registration No.:

2,099,693

Additional numbers attached? Yes No

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

Name: GLENN A. GUNDERSEN
DECHERT, PRICE & RHOADS
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILADELPHIA, PA. 19103-2793
TEL. NO. (215) 994-2183

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)\$ 90.00

- Enclosed
- Authorized to be charged to deposit account (Including any underpayment)

8. Deposit account number: 04-0475

(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.

Glenn A. Gundersen
Name of Person Signing

Signature

November 23, 1999
Date

Total number of pages including cover sheet, attachments, and document: 7

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

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

12/01/1999 TTON11 0000055 040475 2099693

01 FC:481
02 FC:482

40.00 CH
50.00 CH

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 2 TO TRADEMARK SECURITY AGREEMENT (this "Amendment No. 2"), dated as of July 27, 1999, between WesTek Inc., as grantor (the "Grantor") and Westdeutsche Landesbank Girozentrale, New York Branch, as lender (the "Lender").

W I T N E S S E T H:

WHEREAS, the Lender and the Grantor are parties to a Trademark Security Agreement, dated as of February 28, 1994 (as from time to time amended, modified or supplemented in accordance with the terms thereof, the "Trademark Security Agreement"), whereby the Grantor has granted the Lender a security interest in the Trademark Collateral to secure the Secured Obligations, which includes all obligations under the Amended and Restated Credit Agreement, dated as of July 27, 1999 (the "Amended and Restated Credit Agreement"), between the Lender and the Grantor; and

WHEREAS, since the date of the Trademark Security Agreement, the Grantor has acquired certain additional trademarks against which the Lender desires to record its security interest;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, the parties hereby agree as follows:

1. Definitions. Except as otherwise set forth herein, capitalized terms not defined herein shall have the respective meanings assigned to such terms in the Amended and Restated Credit Agreement.

2. Amendments to the Trademark Security Agreement. The following trademarks shall be added to the end of Schedule I:

WESTEK	RN 2,099,693
WTI logotype	SN 75/283,722
WTI logotype	SN 75/223,259

3. Representations and Warranties. To induce the Lender to enter into this Amendment No. 2, the Grantor represents and warrants as of the Effective Date that:

(a) It has the power, authority and legal right to make and deliver this Amendment No. 2 and to perform its obligations under the Trademark Security Agreement, as amended by this Amendment No. 2, without any notice, consent, approval or authorization not already obtained, and that it has taken all necessary action to authorize the same.

(b) The making and delivery of this Amendment No. 2 and the performance of the Trademark Security Agreement, as amended by this Amendment No. 2, do not violate any provision of law or any regulation, or its charter or by-laws, or

result in the breach of or constitute a default under or require any consent under any indenture or other agreement or instrument to which it is a party or by which it or any of its properties may be bound or affected. The Trademark Security Agreement, as amended by this Amendment No. 2, constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally.

(c) The representations and warranties made by it contained in the Trademark Security Agreement are true and correct on and as of the date of this Amendment No. 2 and after giving effect hereto.

(d) No Default or Event of Default has occurred and is continuing under the Trademark Security Agreement as of the date of this Amendment No. 2 and after giving effect hereto.

4. Reference to and Effect on the Loan Documents.

(a) On and after the Effective Date, (i) all references in the Trademark Security Agreement to "this Agreement," "hereof," "herein" or similar terms, (ii) all references to the Trademark Security Agreement in each agreement, instrument and other document executed or delivered in connection with the Trademark Security Agreement and (iii) all references to the Trademark Security Agreement in all other Loan Documents, shall mean and refer to the Trademark Security Agreement as amended by this Amendment No. 2.

(b) Except as specifically amended hereby, the Trademark Security Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment No. 2 shall not operate as a waiver of any right, power or remedy of the Lender under any Loan Document, nor constitute a waiver of any provision of any Loan Document.


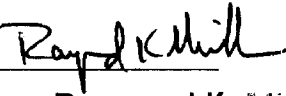
4. Obligations Secured. The parties hereto confirm that all liabilities, obligations and indebtedness, whether now existing or hereafter incurred, by the Grantor to the Lender under the Amended and Restated Credit Agreement and the Term Note are secured by the Trademark Security Agreement.

5. Counterparts. This Amendment No. 2 may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single instrument with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. Governing Law. This Amendment No. 2 shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WESTDEUTSCHE LANDESBANK GIROZENTRALE,
NEW YORK BRANCH, as Lender

By:  
Name: **Salvatore Battinelli** **Raymond K. Miller**
Title: **Managing Director** **Vice President**
 Credit Department

WESTEK INC., as Grantor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

WESTDEUTSCHE LANDESBANK GIROZENTRALE,
NEW YORK BRANCH, as Lender

By: _____
Name:
Title:

WESTEK INC., as Grantor

By: *R. Claude*
Name: *RENFAN J CLAUDE*
Title: *VICE PRESIDENT & CFO*

LAW OFFICES OF

DECHERT PRICE & RHOADS

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(33-1) 53 65 05 00

GLENN A. GUNDERSEN
Direct Dial: (215) 994-2183
GLENN.GUNDERSEN@DECHERT.COM

November 23, 1999

Assistant Commissioner for Trademarks
Box Assignments
2900 Crystal Drive
Arlington, VA 22202-3513

Re: Recordation of a security interest agreement

To the Assistant Commissioner:

Enclosed for recordation is a Trademark Recordation Form Cover Sheet and corresponding attachments evidencing the security interest agreement from WesTek Inc. to Westdeutsche Landesbank Girozentrale.

Please record this security interest agreement against the applications and registration listed on the attached schedule to the Recordation Cover Sheet. Please charge the filing fee of \$90.00 to Deposit Account No. 04-0475. Any underpayment can also be charged, or any refund credited, to Deposit Account No. 04-0475. A supplementary copy of the Cover Sheet is enclosed for billing purposes.

The notice of recordation should be forwarded to **Glenn A. Gundersen**, Dechert Price & Rhoads, 4000 Bell Atlantic Tower, 1717 Arch Street, Philadelphia, PA 19103-2793. Thank you for your assistance in this matter.

Respectfully submitted,



Glenn A. Gundersen

GAG:jdb
Enclosures
cc: Holly J. Hoehner

Attorney Ref. No. 65209-001; -002; -003

RECORDED: 11/28/1999

TRADEMARK
REEL: 001993 FRAME: 0906