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09-27-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
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TRADEMARK

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RECORDATION FORM COVER SHEET
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Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

75539882

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/26/2000 MTHA11 00000344 75539882

01 FC:481 40.00 OP

02 FC:482 50.00 OP

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Total: \$30.00

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75539882"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2142727"/>	<input type="text" value="2144712"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Connie Peterson
Name of Person Signing


Signature

09/08/2000
Date Signed

GENERAL SECURITY AGREEMENT
(VARI-L COMPANY, INC.)

This GENERAL SECURITY AGREEMENT (this "Agreement"), dated as of March 24, 2000, is from VARI-L COMPANY, INC., a Colorado corporation ("Debtor"), to BANK ONE, COLORADO, N.A., a national banking association ("Lender").

Recitals

A. Lender and Debtor have entered into a Loan Agreement (the "Loan Agreement") dated of even date herewith pursuant to which Lender has provided to Debtor a certain loan (the "Loan") in the total principal amount of \$20,000,000, which Loan is evidenced by a Revolving Promissory Note (the "Note") dated of even date herewith in the amount of \$20,000,000.

B. It is a condition precedent to Lender extending the Loan to Debtor under the Loan Agreement that, among other things, Debtor has executed and delivered to Lender a security agreement granting to Lender a security interest in the Collateral (as such term is defined below).

Agreement

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make the Loan under the Loan Agreement, Debtor hereby agrees with Lender as follows:

ARTICLE I

DEFINITIONS AND REFERENCES

1.1 General Definitions. As used herein, the terms "Agreement," "Debtor," "Loan," "Loan Agreement," "Lender" and "Note" have the meanings given to them above, and the following terms have the following meanings:

(a) The term "Code" means the Uniform Commercial Code currently in effect in the state in which the applicable security is located.

(b) The term "Debtor Locations" shall mean those locations as set forth on Schedule 5.7 to the Loan Agreement.

1.4 Amendment of Defined Instruments. Unless the context otherwise requires or unless otherwise provided herein, references in this Agreement to a particular agreement, instrument or document (including, without limitation, references in Section 2.1) also refer to and include all renewals, extensions, amendments, modifications, supplements or restatements of any such agreement, instrument or document; provided, however, that nothing contained in this Section 1.4 shall be construed to authorize any person to execute or enter into any such renewal, extension, amendment, modification, supplement or restatement.

1.5 Titles. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and shall be disregarded in construing the language contained in this Agreement.

ARTICLE II

SECURITY INTEREST

2.1 Grant of Security Interest. As security for all of the Secured Obligations, Debtor hereby pledges, assigns and grants to Lender, a continuing security interest in all of the following properties, assets and rights of Debtor, wherever located, whether now owned or hereafter acquired (by operation of law or otherwise), and all proceeds and products thereof (the "Collateral"):

(a) Inventory. All of the following, whether now or hereafter existing, which are owned by Debtor or in which Debtor otherwise has any rights: (i) inventory in all its forms and of any kind, including, without limitation, all documents of title covering any such Inventory, wherever located; (ii) goods in which Debtor has an interest; (iii) goods which are returned to or repossessed by Debtor; and (iv) all accessions thereto and products thereof and documents therefor (collectively, the "Inventory").

(b) Equipment. All equipment in any form and of any kind, whether now or hereafter existing, owned by Debtor or in which Debtor otherwise has any rights (collectively, the "Equipment").

(c) Accounts. All of the following, whether now or hereafter existing, which are owned by Debtor or in which Debtor otherwise has any rights: (i) all accounts of any kind, (ii) all chattel paper, instruments and documents of any kind relating to such accounts or arising out of or in connection with the sale or lease of goods or the rendering of services, and (iii) all rights in, to or under all security agreements, leases and other contracts securing or otherwise relating to any such accounts, chattel paper, instruments or documents (collectively, the "Accounts").

(d) Contract Rights, General Intangibles, etc. All of the following, whether now or hereafter existing, which are owned by Debtor or in which Debtor otherwise has any rights: all contract rights and general intangibles of any kind (including but not limited to choses in action, tax refunds and claims therefor (but excluding uncertificated securities), license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists (except those customer lists which the Debtor has previously agreed in writing to keep confidential), goodwill and insurance policies, proceeds and claims) and all chattel paper, documents, instruments (excluding marketable securities), security agreements, leases, other contracts and money, and all other rights of Debtor (except those constituting Accounts) to receive payments of money or the ownership of property, regardless of whether such rights arise by contract or tort, and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or others possess, use or have authority to possess or use property (whether tangible or intangible) of Debtor, and all recorded data of any kind or nature, regardless of the medium of recording, including without limitation, all software, writings, plans, specifications and schematics (collectively, the "General Intangibles").

(e) Other Property. To the extent not included in the foregoing, all of the personal and fixture property of every kind and nature (including, without limitation, all furniture, fixtures, raw materials and deposit accounts, books, records, ledger sheets, files and other data and documents, including records in any form (digital or other) and recorded in or through any medium (magnetic, laser graphic or other) and all machinery and processes (including computer programming instructions) required to read and print such records, now or hereafter existing relating to all types of personal and fixture property described in this Section 2.1), rights and interests, present and future, tangible and intangible, which are owned by Debtor or in which Debtor otherwise has any rights, including without limitation all accounts, goods, inventory, equipment, fixtures, chattel paper, documents and general intangibles.

(f) Proceeds. All proceeds and products of any and all of the foregoing and, to the extent not otherwise included, any payments under insurance (whether or not Lender is the loss payee thereof) or under any indemnity, warranty or guaranty by reason of loss to or otherwise with respect to any of the foregoing.

In each case, the foregoing shall be covered by this Agreement, whether Debtor's ownership or other rights therein are presently held or hereafter acquired (by operation of law or otherwise) and howsoever Debtor's interests therein may arise or appear (whether by ownership, security interest, claim or otherwise).

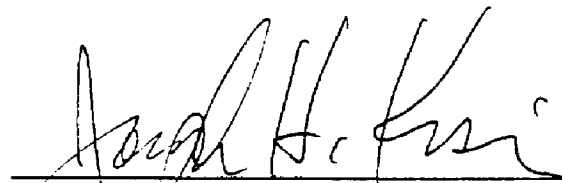
his Agreement is executed and delivered as of the date first above written.

DEBTOR:

VARI-L COMPANY, INC., a Colorado
corporation.

By:  _____

David G. Sherman
President and CEO

 _____

By: Joseph H. Kiser, Chairman of the Board
and CSO