

01-04-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

101934753

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼

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

1-4-02

1. Name of conveying party(ies):

Pelco

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

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

3. Nature of conveyance:

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

Execution Date: 12/17/01

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association,
Internal as Administrative Agent
Address: Attn: James F. Lynes

Street Address: 8405 N. Fresno St., Ste. 200
City: Fresno State: CA Zip: 93720

- Individual(s) citizenship
- Association Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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) 1502730; 1503748;
1338911; 1723486; 2189130; 1864540;
1835309; 1977820; 2016791; 1945046

Additional number(s) attached Yes No

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

Name: Alan G. Benjamin, Esq.

Internal Address:

Orrick, Herrington & Sutcliffe LLP

Street Address: 777 S. Figueroa Street
Suite 3200

City: Los Angeles State: CA Zip: 90017

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41)..... \$ 465.00

- 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

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.

Joel Kabakoff

Name of Person Signing

Signature

January 2, 2002

Date

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

01/07/2002 6TON11 0000061 1502730

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:461
02 FC:462

40.00 OP
425.00 OP

TRADEMARK
REEL: 002417 FRAME: 0161

Conveying Party: Pelco

Receiving Party: Wells Fargo Bank, National Association, as Administrative Agent

Additional Trademark Numbers:

1902518

2147417

2259256

2247325

2365018

2280092

2300875

2335001

GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated December 17, 2001, is executed by PELCO, a California general partnership (the "Borrower"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Credit Agreement, dated as of December 18, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and Wells Fargo Bank, National Association, as Administrative Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Borrower has entered into a Security Agreement (Intellectual Property) dated as of December 18, 2001 (the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Borrower has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

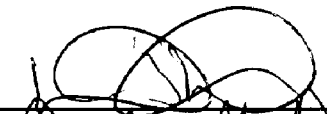
The Administrative Agent's address is:

Wells Fargo Bank, National Association
8405 N. Fresno St., Suite 200
Fresno, California 93720
Attn: James F. Lynes
Telephone: (559) 437-3041
Telecopier: (559) 261-0553

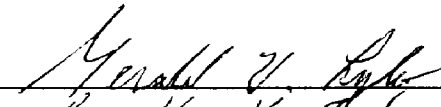
IN WITNESS WHEREOF, the Borrower has caused this Grant of Security Interest to be executed as of the day and year first above written.

PELCO, a California general partnership

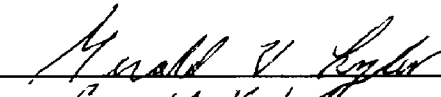
By: Freedom Acquisitions, Inc.
Its: General Partner

By: 
Name: David L. McDonald
Title: President

By: Pelco Sales, Inc.
Its: General Partner

By: 
Name: Gerald V. Lyles
Title: President

By: Security Sales, LLC
Its: General Partner

By: 
Name: Gerald V. Lyles
Title: Member

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>NAME</u>	<u>SYMBOL</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PELCO (Nuclear Design)	®	US	REGISTERED	1502730	09/13/1988
PELCO (Rectangle Design)	®	US	REGISTERED	1503748	09/13/1988
COAXITRON	®	US	REGISTERED	1338911	06/04/1985
LEGACY	®	US	REGISTERED	1723486	10/13/1992
SPECTRA	®	US	REGISTERED	2189130	09/15/1998
INTERCEPT	®	US	REGISTERED	1864540	11/29/1994
PELCO (word mark)	®	US	REGISTERED	1835309	05/10/1994
SYSTEM 9750	®	US	REGISTERED	1977820	06/04/1995
B.O.S.S.	®	US	REGISTERED	2016791	11/19/1996
IMAGEPAK	®	US	REGISTERED	1945046	01/02/1996
INTERCHECK	®	US	REGISTERED	1902518	07/04/1995
REDILINK	®	US	REGISTERED	2147417	03/31/1998
SYSTEM 9760	®	US	REGISTERED	2259256	07/06/1999
PELCOVISION	®	US	REGISTERED	2247325	05/25/1999
IMAGE OF SECURITY TECHNOLOGY	®	US	REGISTERED	2365018	07/04/2000
GENEX	®	US	REGISTERED	2280092	09/21/1999
DOMEPAK	®	US	REGISTERED	2300875	12/14/1999
SPECTRA II	®	US	REGISTERED	2335001	03/28/2000
SPECTRA	®	EUROPEAN	REGISTERED	767905	07/05/1999
PELCOEUROPE	®	EUROPEAN	REGISTERED	830232	07/05/1999
PELCO	®	EUROPEAN	REGISTERED	866915	12/06/1999
PELCO (wordmark)	®	KOREA	REGISTERED	472591	06/27/2000
PELCO (Logo)	®	KOREA	REGISTERED	472970	07/04/2000
PELCO (Logo)	®	CHINA	REGISTERED	1331349	11/07/1999
PELCO (Chinese Logo)	®	CHINA	REGISTERED	1331176	11/07/1999
COAXITRON	®	KOREA	REGISTERED	40479030	10/16/2000
PELCO UK	®	EUROPEAN	REGISTERED	2201237	
PELCO (Logo)	®	EUROPEAN	REGISTERED	1221084	06/25/1999

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None.		

Schedule 1-1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Fresno)

On December 17, 2001, before me, Gloria P. Saldate, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared David McDonald,
Name of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.

Gloria P. Saldate
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- Attorney-In-Fact General
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Fresno

} ss.
}

On December 17, 2001, before me, Gloria P. Saldate, Notary Public

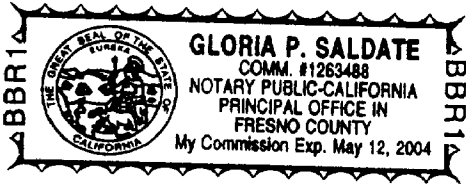
Date

Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Gerald V. Kyles

Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gloria P. Saldate
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

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Title(s)

Title or Type of Document

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above