01-15-2002

Form PTO-1594
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

101947109

HEET

U.S. DEPARTMENT OF COMMERCE
Patent & Trademark Office

To The Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies) thereof.

1. Name of conveying party(ies):
B.E.L.-TRONICS LIMITED

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (Canada)
☐ Other 01-8-2

Additional name(s) of conveying party(ies) attached? ____Yes _X_No

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

Name: BEL-TRONICS RADAR LIMITED PARTNERSHIP I
Internal Address:
Street Address: 2422 Dunwin Drive
City: Mississauga, Ontario
State: Canada Zip: L5L 1J9

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☒ Limited Partnership **Delaware**
☐ 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ License
☒ **Other Corrective Assignment to Correct Corporate Entity Recorded at Reel 1933 Frame 0105**
Effective/Execution Date: 11-6-97

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) **1,869,304**
Additional numbers attached? ☐ Yes ☒ No

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

Name: Donald F. Frei, Esq.
Internal Address:
WOOD, HERRON & EVANS, L.L.P.
2700 Carew Tower
Cincinnati, OH 45202-2917
Street Address: 441 Vine Street
City: Cincinnati State: OH Zip: 45202-2917

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
(If deficiencies occur)

8. Deposit Account Number: 23-3000

(Attach duplicate copy of this page if paying by deposit account)

01/15/2002 TDIAZ1 00000016 1869304
01 FC:481 40.00 OP

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.

Kathryn E. Smith — Kathryn E. Smith — 12/27/01
Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet, attachments, and document(s): 94

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

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

07-26-1999

101099928
07-19-1999
U.S. Patent & TMOfc/TM Mail Rcpt Dt. #54

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Mac 7/12/99 RECO T SHEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [ ] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [x] Corrective Document Reel # 1777 Frame # 0314

Conveyance Type

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

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: B.E.L-TRONICS LIMITED — Execution Date Month Day Year: 11-06-97

Formerly:

- [ ] Individual
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: Canada

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BEL-TRONICS RADAR LIMITED PARTNERSHIP I

DBA/AKA/TA:

Composed of:

Address (line 1): 2422 Dunwin Drive

Address (line 2):

Address (line 3): Mississauga (City) Ontario/Canada (State/Country) L5L 1J9 (Zip Code)

- [ ] Individual
- [ ] General Partnership
- [x] Limited Partnership
- [ ] Corporation
- [ ] Association
- [ ] Other
- [x] Citizenship/State of Incorporation/Organization: Canada

[ ] 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.)*

FOR OFFICE USE ONLY

7/23/1999 DNGUYEN 00000197 1281393
1 FC:481 40.00 OP
2 FC:482 [illegible] OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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 (905) 569-6750

Name: HEWSON, Donald E.

Address (line 1): 2145 Dunwin Drive

Address (line 2): Suite 13

Address (line 3): Mississauga, Ontario L5L 1J9

Address (line 4): Canada

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 88

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

[x] 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)		
74-621,705			1,281,393	1,309,767	1,493,929
			1,681,876	1,706,363	1,765,584
			1,811,466	1,860,310	1,866,250

Number of Properties

Enter the total number of properties involved. # 18

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 465.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 08-2040

Authorization to charge additional fees: Yes [x] 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.

DONALD E. HEWSON — Name of Person Signing

Signature

JULY 16, 1999 — Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party
Enter Additional 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

☐ 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 the Assignment.)*

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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)		
			1,869,304	1,874,533	1,915,810
			1,949,937	1,983,085	1,985,673
			2,048,971	2,049,650	

SCHEDULE 1

Commercial List File No.
B168/97

ONTARIO COURT OF JUSTICE
(GENERAL DIVISION)
COMMERCIAL LIST

THE HONOURABLE MR.	)	MONDAY, THE 30th
	)	
JUSTICE SPENCE	)	DAY OF JUNE, 1997

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Applicant

- and -

B.E.L - TRONICS LIMITED

Respondent

COURT (GENERAL DIVISION) * COUR DE L'ONTARIO (DIVISION GÉNÉRALE)

ORDER

THIS MOTION, made on short notice, by SouthTrust Bank, National Association (the "Bank") for an Order pursuant to Section 101 of the *Courts of Justice Act* (Ontario) appointing Arthur Andersen Inc. ("Arthur Andersen") as receiver and manager of certain of the undertaking, property and assets of B.E.L - Tronics Limited (the "Debtor") was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Affidavit of William P. Carroll sworn June 26, 1997, the Consent of Arthur Andersen dated June 26, 1997 and upon hearing the submissions of counsel for the Bank and other counsel present, if any:

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REEL: 002423 FRAME: 0341

1 THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record herein be and it is hereby abridged, if necessary, and that the Motion is properly returnable today and that further service thereof be and is hereby dispensed with.

2. THIS COURT ORDERS that Arthur Andersen be and is hereby appointed receiver and manager (the "Receiver and Manager") of the Debtor and all of its respective present and future undertaking, property and assets (hereinafter referred to as the "Assets") and, subject to the provisions hereof, the Receiver and Manager is hereby empowered, authorized and directed to take possession of and control the Assets and any and all proceeds, receipts and disbursements arising out of or from the Assets until further order of this Honourable Court and to act at once in respect of the Assets and without in any way limiting the generality of the foregoing and in furtherance thereof the Receiver and Manager is hereby expressly empowered and authorized:

(a) to take immediate possession of the Assets for the purposes herein described (subject to the rights of secured parties having perfected liens, charges, encumbrances or security interests in the Assets pursuant to bona fide contractual arrangements established to the satisfaction of the Receiver and Manager or this Honourable Court, provided such rights rank in priority to those of the Applicant) except: (i) those real property freehold or leasehold interests (collectively, the "Real Property Interests"); and (ii) any and all inventory, machinery and equipment (collectively, the "Personal Property Interests"), which are subject to any material Environmental Liabilities (as hereinafter defined), which Real Property Interests and Personal Property Interests shall remain under the Debtor's possession or control until such time as the Receiver and Manager determines to take possession or control of such Real Property Interests and Personal Property Interests and actually takes some further step to take possession or control of such Real Property Interests or Personal Property Interests;

(b) subject to paragraph 2(a) to take such steps as in the opinion of the Receiver and Manager are necessary or appropriate to receive, preserve, protect, maintain control over, liquidate and realize upon the Assets,

or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Assets to safeguard them, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverages as may be necessary or desirable;

(c) to take such steps as in the opinion of the Receiver and Manager are necessary or appropriate to maintain control over all receipts and disbursements including, without limiting the generality of the foregoing, taking such steps as are necessary or desirable to control access to and use of all financial accounts of the Debtor including, without limitation, all chequing, savings and deposit accounts, held with any financial institution or intermediary, approve all cheques or other instruments drawn on such accounts, and permit payment of only those expenses which in the opinion of the Receiver and Manager are necessary for the continued operation or liquidation of the business of the Debtor;

(d) to take such steps as in the opinion of the Receiver and Manager are necessary or appropriate to verify the existence and location of all of the Assets, the terms of all agreements or other arrangements relating thereto, whether written or oral, the existence or assertion of any lien, charge, encumbrance or security interest thereon, and any other matters which in the opinion of the Receiver and Manager may affect the extent, value, existence, preservation and liquidation of such Assets;

(e) to carry on the business of the Debtor if in the opinion of the Receiver and Manager it is necessary or desirable to do so and in furtherance thereof to enter into any agreements or incur any obligations in the ordinary course of business, pay any creditors of the Debtor if such payment is, in the discretion of the Receiver and Manager, necessary or desirable for the efficient operation of the business of the Debtor or the protection, preservation, maintenance or realization of the Assets, or take any other steps incidental to these powers if in the opinion of the Receiver and Manager it is necessary or desirable to do so;

(f) to negotiate and enter into agreements in respect of the Assets, including without limitation, management agreements, or to amend or terminate existing agreements;

(g) to pay ongoing expenses incurred on and after the date of this Order which arise out of or in connection with the day to day operations of the businesses of the Debtor or the Assets, including, without limitation, ground rents and other rents, utilities, heating, maintenance, insurance, supplies and similar expenses;

(h) to make such repairs or alterations to the Assets as the Receiver and Manager deems advisable;

(i) to sell inventory and surplus equipment comprising the Assets or lease the Assets in the ordinary course of business without the approval of this Honourable Court;

(j) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets as may be necessary or desirable in the opinion of the Receiver and Manager to continue the business of the Debtor or any part or parts thereof and or to receive, preserve, protect or realize upon the Assets;

(k) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor in respect of the Assets (or any of its subsidiaries or affiliates if requested to do so by any such subsidiaries or affiliates), and to exercise all remedies of the Debtor (or such subsidiaries and affiliates if requested to do so by any such subsidiaries or affiliates) in collecting all such monies, including, without limitation, to exercise any security held by the Debtor (or such subsidiaries and affiliates);

(l) to join in and execute, assign, issue and endorse such transfers, conveyance, contracts, leases, deeds, bills of sale, cheques, bills of lading or exchange, or other documents of whatever nature in respect of any of the Assets, in the name and on behalf of the Debtor, which are necessary, desirable or convenient in the opinion of the Receiver and Manager for any purpose pursuant to this Order;

(m) to deal with any governmental ministry, department or agency as authorized agent of the Debtor concerning any and all licenses, permits, authorizations, liabilities or obligations in respect of the Assets, howsoever arising, and to take all such steps as are necessary or incidental thereto;

(n) to employ former employees of the Debtor on a temporary basis if in the opinion of the Receiver and Manager it is necessary or desirable to do so;

(o) to pay or make arrangements with any encumbrances of any of the Assets having security ranking in priority to the security of the Bank, including real property taxes if in the opinion of the Receiver and Manager it is necessary or desirable to do so;

(p) to undertake a preliminary environmental assessment to the extent deemed necessary by the Receiver and Manager, which, without limiting the generality of the foregoing and for greater certainty, shall not include an environmental audit, of all Real Property Interests and Personal Property Interests owned, used, occupied, or under the possession, control, care, custody or management of the Debtor;

(q) to vote or otherwise deal with all securities, warrants or other interests held by the Debtor, or for either of their benefit, in any public or private corporation or other entities, and any options or other rights to acquire; and

(r) to bring any action or other legal proceedings, take any steps, enter into any agreements or incur any obligations necessary or incidental to the exercise of the aforesaid powers and performance of its duties hereunder as are necessary or appropriate in the opinion of the Receiver and Manager.

3. THIS COURT ORDERS that the Receiver and Manager may assist the Bank, if so requested by the Bank, in establishing within twenty-one (21) days from the date of this Order a process and timetable acceptable to the Bank and the Receiver and Manager for:

(a) the orderly realization of the Assets; and

(b) to the extent the Bank wishes to pursue same at any time subsequent to the date of this Order, a proposal under Section 50 of the *Bankruptcy and Insolvency Act* or such other restructuring proceedings as may be available to the Debtor in law or in equity,

each in a manner designed to achieve the best value for the Assets.

4. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, the Receiver and Manager is hereby empowered until further order of this Honourable Court to do all things generally from time to time as may be requested of the Receiver and Manager by the Bank which may in the Receiver and Manager's sole view be reasonably necessary in order to facilitate ongoing discussions amongst the Bank, the Debtor and the other creditors of the Debtor with respect to the development and implementation of a plan and procedural structure for the holding, protecting, preserving, maintaining, marketing or realization of the Assets or any part or parts thereof or to develop, negotiate and circulate a proposal to the Debtor's creditors.

5. THIS COURT ORDERS that the Debtor and all of its respective present and former directors, officers, employees, agents, and shareholders, any other persons acting on its or their respective instructions including, without limitation, the accountants and counsel of the Debtor, and all other persons having notice of this Order (all of whom are collectively referred to as the "Affected Persons") do forthwith grant access to and deliver possession of the Assets of every nature and kind whatsoever (subject to the proviso set out below), wheresoever situate, to the Receiver and Manager including, without limitation: (a) any and all of the books, securities, records, documents, accounts, contracts, deeds, papers, records and information related in any way to the Assets; (b) any and all budgets, accounting records, computer records, computer programs, computer tapes, computer disks, leases and agreements related in any way to the Assets; (c) any and all information and documents relating to patents, trademarks, copyrights and other intellectual Assets rights owned, licensed or used by the Debtor in its respective business, whether registered in the name of the Debtor or otherwise; (d) any and all data storage media and programs containing any such information; and (e) any other records of every kind and nature relating to the Assets or the businesses carried on

by the Debtor, (items a, b, c, d and e above being collectively, the "Information"); and (f) all monies, cheques, postdated cheques, and remittances of every kind and nature, whenever and howsoever arising in respect of the Assets, and to provide or permit the Receiver and Manager to make, retain and take away copies thereof, and allow the Receiver and Manager immediate, continued and unrestricted access to the Assets and the Information and to grant to the Receiver and Manager access to and use of accounting, computer, software and escrow facilities relating thereto promptly at the request of the Receiver and Manager; provided that, in the case of Assets in the hands of external professional advisors to the Debtor who are Affected Persons, the Receiver and Manager shall leave a copy of any such Assets, if capable of being copied, with such Affected Persons, who shall continue to treat all such Assets as confidential.

6. THIS COURT ORDERS that the Affected Persons be and they are hereby restrained and enjoined from disturbing or interfering with the Assets and the Receiver and Manager and with the exercise of the powers and authority of the Receiver and Manager conferred hereunder and, to the extent required to effect the provisions hereof, the Affected Persons are hereby relieved of the powers conferred on such Affected Persons by virtue of any office or position they may hold relating to the Debtor.

7. THIS COURT ORDERS that if any of the Information is stored or otherwise contained on a computer or other electronic system of information storage, and if the Receiver and Manager has not otherwise been given timely access to the Information, the Debtor and the Affected Persons shall forthwith give unfettered access to the Receiver and Manager for the purpose of allowing the Receiver and Manager to obtain a full copy of the Information whether by way of printing the Information onto paper or making copies of computer discs or such other manner of retrieving and copying the Information as the Receiver and Manager in its discretion deems expedient. For the purposes of this paragraph, the Debtor and the Affected Persons shall provide the Receiver and Manager with all assistance in gaining access to the Information as the Receiver and Manager may in its discretion require, including, without limiting the generality of the foregoing, providing the Receiver and Manager with instructions on the use of any computer or other system and providing the Receiver and Manager with any and all access or other codes as may be required to gain access to the Information.

8. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, no one claiming an interest in the Assets, or any part or parts thereof, shall be at liberty to exercise any rights in respect of such interest, including without limitation any right to possession of such Assets, or any part or parts thereof, except with the prior written consent of the Receiver and Manager or with leave of this Honourable Court being first had and obtained on at least seven (7) days' notice to the Receiver and Manager. In furtherance of the above, the Receiver and Manager shall be entitled to file a proposal or notice of intention to file a proposal pursuant to sections 50 or 50.4(1) of the *Bankruptcy and Insolvency Act* (the "BIA"), if necessary, for the purpose of implementing the provisions and intentions of this paragraph of this Order.

9. THIS COURT ORDERS that no legal actions, administrative proceedings, self-help remedies, or any other acts, proceedings or private remedies including, without limitation, the exercise of any landlord's right to distrain or terminate any lease, the termination of any contract, including any contract of insurance of the Debtor or in which the Debtor is a named or unnamed insured or from which the Debtor may derive a benefit, the exercise of any right of set off, the exercise of any construction, repair, storage or other lien, the prosecution of any counterclaim or the commencement or continuation of any proceedings under any environmental regulation or similar statute in any jurisdiction in which the Assets may be located, shall be taken or continued against the Debtor or the Receiver and Manager, with respect to the Assets or any part thereof without the prior written consent of the Receiver and Manager or leave of this Honourable Court first being obtained and upon application after seven (7) days' notice to the Receiver and Manager provided that any recognized public authority taking action solely to protect imminent and material danger to life, health, limb or property, whether pursuant to Environmental Laws (as hereinafter defined) or otherwise, shall not be so restrained. Notwithstanding the foregoing: (a) the Bank may issue, serve, file and prosecute a petition for a receiving order against the Debtor pursuant to the BIA in which case the Receiver and Manager shall consent to such petition; and (b) the Receiver and Manager is hereby empowered and authorized to make an assignment in bankruptcy on behalf of the Debtor pursuant to the BIA.

10. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, all persons, firms and corporations including, without

limitation, equipment lessors and Affected Persons (collectively, the "Persons"), be and they are hereby restrained and enjoined from varying, amending, terminating, canceling or breaching any agreements with the Debtor in respect of any of the Assets. In addition, such Persons are enjoined from disturbing or interfering with utility services, including but not limited to the furnishing of fuel, gas, oil, heat, electricity, garbage collection, water, cable television, computers, telephones, telecopiers (at former and present telephone numbers) or any other utilities of like kind, furnished up to the present date to the Debtor in respect of any of the Assets. Such Persons are hereby restrained and enjoined from terminating, determining or canceling any agreements with, or cutting off, discontinuing or altering any such utilities or services to the Debtor or the Receiver and Manager (subject to the obligation of the Debtor or the Receiver and Manager, as the case may be, to pay for such utilities or services provided to the Debtor or the Receiver and Manager, as the case may be, subsequent to the occupation, by the Receiver and Manager, of the premises to which the utilities or services are supplied), except with the prior written consent of the Receiver and Manager or upon further order of this Honourable Court on at least seven (7) days' notice to the Receiver and Manager.

11. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, all Persons be enjoined and they are hereby restrained from interrupting, terminating, altering, delaying or suspending performance of, claiming any offset or deduction or diminution of liability or responsibility or in any way interfering with the payment and performance of any contracts, leases, agreements or arrangements, whether written or oral, or with payment of any monies due or to become due to the Debtor; provided nothing herein shall be construed as: (a) prohibiting a person from requiring payments to be made in cash for goods, services, use of leased or licenced Assets or other valuable consideration in respect of obligations incurred after the date of this Order; or (b) requiring the further advance of money or credit.

12. THIS COURT ORDERS that all Persons shall continue to perform and observe all terms, conditions and provisions contained in any agreement with the Debtor in respect of any of the Assets subject to the obligation of the Receiver and Manager to pay for goods and services requested by the Receiver and Manager to be supplied to the Receiver and Manager, for the period commencing with the date of this Order, and all Persons are restrained from disturbing or otherwise interfering

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with the possession, use or occupation, as the case may be, by the Receiver and Manager of any Assets leased by the Debtor, subject to the obligation of the Receiver and Manager to pay rent or occupation rent, as the case may be, for the period commencing with the date of actual occupation, use or possession, as the case may be, of such Assets by the Receiver and Manager, but not arrears, at the rate presently payable by the Debtor.

13. THIS COURT ORDERS that the Receiver and Manager be and it is hereby authorized and empowered to enter into an agreement or agreements respecting the sale, lease or other disposition of all or part of the Assets out of the ordinary course of business of the Debtor, without further approval by this Honourable Court where such sales, leases or other dispositions do not exceed $500,000 in any one transaction and $2,000,000 in the aggregate and otherwise with further approval by this Honourable Court, without notice or any time appointed for redemption and without waiting for the determination of any inquiries or accounts which may be directed herein or in the future, and that the proceeds which are paid to the Receiver and Manager pursuant to such agreement or agreements shall be held by the Receiver and Manager pending further order of this Honourable Court respecting the persons to whom such proceeds should be paid.

14. THIS COURT ORDERS that when all or part of the Assets are sold or otherwise dealt with, the Debtor shall join in and execute all necessary powers of attorney, conveyances, deeds and documents of whatsoever nature or form. For such purpose the Receiver and Manager is hereby authorized and empowered to execute such powers of attorney, conveyances, deeds or documents in the name of and on behalf of the Debtor. Any such powers of attorney, conveyances, deeds or documents so executed by the Receiver and Manager shall have the same force and effect as if executed by the Debtor.

15. THIS COURT ORDERS that notwithstanding the foregoing, persons claiming an interest in the Assets in priority to the Bank, or any part or parts thereof, with the consent of the Receiver and Manager and subject to such terms and conditions as the Receiver and Manager may advise, shall have access to the Assets in which they claim an interest for the purpose of taking such steps as are necessary or desirable and approved by the Receiver and Manager to preserve and protect same at their own expense.

16. THIS COURT ORDERS that, subject to further Order of this Honourable Court, the Receiver and Manager shall take and make the following accounts and enquiries:

(a) an account as to what is due to the Bank from the Debtor;

(b) an account of the Assets coming into the hands of the Receiver and Manager and any other person or persons of whom the Receiver and Manager is aware;

(c) an enquiry as to what charges or encumbrances affect the Assets or any part thereof;

(d) an account as to what is due to the holders of such charges or encumbrances respectively; and

(e) an enquiry as to what the priorities of such charges or encumbrances are and what property, if any, other than the Assets is subject to such charges or encumbrances.

17. THIS COURT ORDERS AND DECLARES that the employment of all employees of the Debtor which were employed by the Debtor be and are hereby terminated and that the Receiver and Manager is not and shall not be deemed or considered to be a successor employer, sponsor or payor with respect to the Debtor or any such employees under the *Canada Labour Code*, the *Labour Relations Act* (Ontario), the *Employment Standards Act* (Ontario), the *Pensions Benefits Act* (Ontario), under any other state, provincial or federal legislation, regulation or rule of law or equity applicable to employees or pensions, or otherwise, notwithstanding that it may employ some or all of such employees in connection with the operation of the Debtor's business in whole or in part while efforts are made to restructure or sell the same.

18. THIS COURT ORDERS that nothing herein contained shall vest in the Receiver and Manager the care, ownership, control, charge, occupation, possession or management (separately and/or collectively, "Possession"), or require or obligate the Receiver and Manager to occupy, or to take control, care, charge, possession or

manage any of the Assets which may be environmentally contaminated or a pollutant or a contaminant or cause or contribute to a spill, discharge, release or deposit of a substance contrary to any legislation enacted for the protection or preservation of the environment including, without limitation, the *Canadian Environmental Protection Act*, the *Transportation of Dangerous Goods Act*, the *Environmental Protection Act*, (Ont.), the *Emergency Plans Act, (1983)* (Ont.), the *Ontario Water Resources Act*, the *Occupational Health and Safety Act* (Ontario) or the regulations thereunder, or any federal or provincial legislation, or rule of law or equity in any jurisdiction affecting the environment or the transportation of goods (collectively, "Environmental Laws" or "Environmental Liabilities"). The Receiver and Manager shall not be deemed as a result of this Order to be in control, charge, possession or management of any of the Assets within the meaning of any Environmental Laws.

19. THIS COURT ORDERS that the Receiver and Manager shall incur no liability or obligation as a result of its appointment or the fulfillment of its duties in carrying out the provisions of this Order, save and except that it shall be liable for gross negligence or willful misconduct on its part and for any contravention of the *Employment Standards Act* (Ontario) and *Occupational Health and Safety Act* (Ontario) relating solely to employment under written contracts which the Receiver and Manager executes.

20. THIS COURT ORDERS that, excepting liability for acts of willful misconduct or gross negligence on the part of officers, directors and direct employees of Arthur Andersen in its personal capacity and not in its capacity as Receiver and Manager, any liability of the Receiver and Manager whatsoever resulting out of or from its appointment or the exercise of its powers hereunder, including without limitation, arising in connection with Environmental Laws, shall be limited in the aggregate to the Net Realized Value of the Assets. The "Net Realized Value of the Assets" shall be the cash proceeds actually received by the Receiver and Manager from the disposition of the Assets after deducting the remuneration and expenses of the Receiver and Manager, including, without limitation, the fees and disbursements of their respective counsel, and after any monies borrowed by or other indebtedness incurred by the Receiver and Manager pursuant to this Order and all interest thereon are paid out of such proceeds.

21. THIS COURT ORDERS that the Receiver and Manager be and it is hereby fully authorized and empowered, but not obligated, to initiate, prosecute and continue the prosecution of any and all actions, applications, administrative hearings, arbitrations or proceedings as may in its judgment be necessary or desirable to properly receive, manage, operate, preserve, protect or realize upon the Assets and to secure payment of rent and accounts from the Assets, to defend all applications, proceedings, actions, administrative hearings or arbitrations now pending or hereafter instituted against the Debtor or the Receiver and Manager, the prosecution or defence of which will, in the judgment of the Receiver and Manager, be necessary to properly receive, manage, operate, protect, preserve or realize on the Assets or to protect the administration of the Receiver and Manager, and to settle or compromise any such actions, applications, proceedings, administrative hearings or arbitrations which in the judgment of the Receiver and Manager should be settled or compromised. The authority hereby conveyed shall extend to such appeals or applications for judicial review as the Receiver and Manager shall deem proper and advisable in respect of any order or judgment pronounced in any such application, proceeding or action, administrative hearing or arbitration.

22. THIS COURT ORDERS that the Receiver and Manager shall be at liberty to appoint, employ or retain agents, employees, experts, auditors, accountants, managers, solicitors and counsel, including legal counsel and such other assistants from time to time and on whatever basis, including on a temporary basis, as it may consider necessary or desirable for receiving, managing, operating, preserving, protecting or realizing on the Assets, carrying on the business of the Debtor or generally exercising the powers and duties conferred by this Order. Any expenditure which shall properly be made or incurred by the Receiver and Manager in so doing, including the fees of the Receiver and Manager and the fees and disbursements of its legal counsel on a solicitor and his own client basis, shall be allowed to it in passing its accounts and shall form a charge on the Assets in priority to any trust, charge, mortgage, lien, security interest or encumbrance on or in the Assets including, without limiting the generality of the foregoing, the charges, security interests and encumbrances in favour of the Bank.

23. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, the Receiver and Manager be empowered, with leave of this Honourable Court, to have any past or present officer, director or shareholder of the

Debtor, or any employee, accountant or auditor of the Debtor within the preceding twelve (12) months, attend to be examined under oath by the Receiver and Manager concerning the Assets.

24. THIS COURT ORDERS that the Receiver and Manager be at liberty and it is hereby empowered to borrow from time to time, by way of a revolving credit or otherwise, such monies as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $2,000,000 at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of exercising the powers and duties conferred by this Order, including interim expenditures. The whole of the Assets shall be charged by way of a fixed and specific charge as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances and the right of the Receiver and Manager and its legal counsel to be indemnified from the Assets for their fees, disbursements, liabilities and expenses properly incurred.

25. THIS COURT ORDERS that any security granted by the Receiver and Manager in connection with its borrowings under this Order shall not be enforced without leave of this Honourable Court.

26. THIS COURT ORDERS that the Receiver and Manager is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amounts borrowed by it pursuant to this Order.

27. THIS COURT ORDERS that the Receiver and Manager be and it is hereby authorized in its discretion, to borrow on the security of Receiver's Certificates instead of selling any Receiver's Certificates, and in connection therewith to execute such hypothecations or pledges of Receiver's Certificates containing such provisions as it shall see fit.

28. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver and Manager pursuant to this Order or any further order of this Honourable Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a pari passu basis.

29. THIS COURT ORDERS that the Receiver and Manager be and it is hereby authorized and empowered, for the purpose of exercising its powers and duties under this Order, to apply for any permits, licenses, approvals or permissions as may be required by any governmental or regulatory authority, and to participate in any administrative hearings or arbitrations with respect thereto.

30. THIS COURT ORDERS that prior to the passing of accounts, the Receiver and Manager shall be at liberty from time to time to apply reasonable amounts of the monies in its hands against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges for such services rendered either monthly or at such longer or shorter intervals as the Receiver and Manager deems appropriate, and such amounts shall constitute advances against its remuneration when fixed, providing that all of the same be subject to a final accounting in the passing of the Receiver and Manager's accounts.

31. THIS COURT ORDERS that in the event there is insufficient funding available to the Receiver and Manager to perform all of its obligations hereunder or there is a determination by the Receiver and Manager that continuing to act as Receiver and Manager would be impractical or of no utility, leave is hereby granted to the Receiver and Manager to apply to this Honourable Court for an Order amending this Order, terminating its appointment as Receiver and Manager of the Assets, substituting some other party as Receiver and Manager or for such other Order as is just in the circumstances, such motion to be on such terms as to notice as this Honourable Court shall direct.

32. THIS COURT ORDERS that the Bank shall have the costs of this motion up to and including entry and service of this Order on a solicitor and client basis paid by the Receiver and Manager as a disbursement of the Receiver and Manager.

33. THIS COURT ORDERS that the Receiver and Manager be at liberty and is hereby authorized and empowered from time to time to apply to this Honourable Court for advice and directions in the discharge of its power and duties hereunder.

34. THIS COURT ORDERS that notwithstanding any other provision of this order, any person affected by this Order may apply to this Honourable Court to seek relief in respect of this Order upon seven [7] days notice to the Receiver and

Manager and the Bank and to any other party likely to be affected by the Order sought upon such notice, if any, as this Honourable Court may order.

35. THIS COURT ORDERS that, without limiting the generality of any of the provisions hereof, the Receiver and Manager be at liberty and is hereby authorized and empowered to apply without notice to any other Courts in any other jurisdiction, whether in Canada or elsewhere, for an order recognizing the appointment of the Receiver and Manager by this Honourable Court and confirming the powers of the Receiver and Manager in such other jurisdiction or jurisdictions or to take such steps, actions or proceedings as may be necessary or desirable for the receipt, preservation, protection and maintenance of the Assets, and all Courts of all other jurisdictions are hereby respectfully requested to make such orders and provide such other aid and assistance to the Receiver and Manager, as an officer of this Honourable Court, as they may deem necessary or appropriate in furtherance of this Order.

ENTERED AT/INSCRIT À TORONTO
ON/BOOK NO:
LE/DANS LE REGISTRE NO:

JUN 30 1997

PER/PAR.

~~Judge O.C.J. (G.D.)~~
BRUNDA BURNET

SCHEDULE "A"

RECEIVER CERTIFICATE NO.

AMOUNT $ •

1. THIS IS TO CERTIFY that •, the Receiver and Manager of all of the assets, property and undertaking of B.E.L- Tronics Limited (the "Debtor"), appointed by Order of the Ontario Court (General Division) (the "Court") dated the • day of June, 1997 (the "Order") made in an application having court file number • (the "Application"), has received as such Receiver and Manager from the holder of this certificate the principal sum of $ •, being part of the total principal sum of $• which the Receiver and Manager is authorized to borrow under and pursuant to the Order.

2. The principal sum of $ • evidenced by this certificate is payable on demand with interest thereon calculated and payable monthly not in advance on the • day of each month after the date hereof at the rate per annum equal to the rate of • per cent above the prime commercial lending rate of [Bank of Montreal] from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver and Manager pursuant to the Order or to any further order of the Court, a charge upon the whole of the assets, property and undertaking of the Debtor described in the Order, in priority to the security interests of SouthTrust Bank, National Association and the charges granted in favour of the Receiver and Manager and right of the Receiver and Manager to indemnify itself out of such assets, property and undertaking in respect of its remuneration, expenses and legal costs properly incurred as granted by the Order.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Receiver and Manager at Toronto, Ontario.

5. If default is made in payment of interest on this certificate and such default continues for a period of ten days, the principal amount evidenced by this certificate shall be immediately due and payable to the holder hereof.

SCHEDULE 2

Court File No. B168/97

THE ONTARIO COURT OF JUSTICE
(GENERAL DIVISION)
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 10TH
	)	
JUSTICE SPENCE	)	DAY OF SEPTEMBER, 1997

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Applicant

- and -

B.E.L. - TRONICS LIMITED

Respondent

ORDER

(Approving the Sale of Certain of BEL-CAN's Assets)

THIS MOTION, made by Arthur Andersen Inc. (the "Receiver"), in its capacity as the Receiver and Manager of B.E.L. - Tronics Limited ("BEL-CAN") appointed by Order (the "Receivership Order") of this Honourable Court made June 30, 1997, for an Order authorizing the sale of certain of the assets of BEL-CAN to Akcess Pacific Group, L.L.C. ("Akcess Pacific") pursuant to the terms of a Purchase

TRADEMARK
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REEL: 002423 FRAME: 0358

and Sale Agreement between the Receiver and Akcess Pacific dated August 27, 1997 (the "Purchase Agreement") and for an Order that the assets being purchased pursuant to the Purchase Agreement (the "Purchased Assets") be vested on the completion of the purchase and sale in Akcess Pacific free and clear of the claims of the creditors of BEL-CAN was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Report of the Receiver dated September 5, 1997 (the "Report"), as filed, and on hearing the submissions of counsel for the Receiver, counsel for Akcess Pacific and counsel for Glen Martinson and Martinson & Associates Inc. and on hearing the submissions of certain other responding parties, and it appearing that all interested parties have been properly served with notice of this motion and the Report in support thereof,

1. THIS COURT ORDERS that the method of service of the within notice of motion and all supporting materials be and is hereby approved, the time for service of the within notice of motion and all supporting materials be and is hereby abridged so as to regularize any actual short service on any party required to be served with the within motion record, and any further service on any other party required to be served with the within motion record be and is hereby dispensed with.

2. THIS COURT ORDERS that neither SouthTrust Bank, National Association ("SouthTrust") nor the Receiver are required to comply with any notice provision set forth in any agreement between SouthTrust and BEL-CAN granting SouthTrust security in any of the assets of BEL-CAN, or provided for by any federal or provincial statute

3. THIS COURT ORDERS that the sale of the assets of BEL-CAN substantially in accordance with the terms of the Purchase Agreement is hereby authorized and approved and the transactions contemplated thereby are hereby authorized and approved.

4. THIS COURT ORDERS AND DECLARES that the *Bulk Sales Act*, R.S.O. 1990, c. B-14, does not apply to the sale by the Receiver to Akcess of the Purchased Assets.

5. **THIS COURT ORDERS** that the Receiver is hereby authorized to deal with the proceeds from the sale of the Purchased Assets by holding the same in an interest-bearing account and dealing with them in accordance with the powers of the Receiver as set forth in the Receivership Order.

6. THIS COURT ORDERS that the Receiver or its duly constituted attorney, may and are hereby authorized and empowered to:

(a) file articles of amendment pursuant to the *Business Corporations Act*, R.S.O. 1990, c. B-16 amending BEL-CAN's name to 851586 Ontario Limited; and

(b) execute, whether in the name of BEL-CAN or otherwise, any transfers, assignments, bills of sale, conveyances or other documents, and do all such other acts as may be usual, customary, appropriate or necessary to complete the transfer or transmission of the Purchased Assets to Akcess Pacific without the need to seek or obtain any further authority or approval from this Honourable Court.

7. **THIS COURT ORDERS** that the Receiver is at liberty to move without notice, upon the filing of a further Report of the Receiver with this Honourable Court stating that the purchase price has been paid and all conditions to closing under the Purchase Agreement have been satisfied or waived, for vesting Orders substantially in the form attached hereto as Schedules A and B vesting the Purchased Assets in Akcess Pacific free and clear of the claims of the creditors of BEL-CAN.

8. **THIS COURT ORDERS** that the Receiver be and is hereby authorized to seek such further and additional Orders from this Honourable Court as may be necessary to carry out the transactions contemplated herein.

9. **THIS COURT REQUESTS** and seeks the aid and recognition of any court or administrative body in any province or territory of Canada, any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America or elsewhere in connection with the implementation and carrying out of the terms of this Order and the authority of the Receiver granted hereunder to proceed with and carry out the transactions contemplated herein.

10. **THIS COURT ORDERS** that the copies of the offers to purchase the Purchased Assets described in the Report shall form part of the Court file herein and be sealed subject to the further Order of this Honourable Court.

ENTERED AT/INSCRIT À TORONTO
ON/BOOK NO:
LE/DANS LE REGISTRE NO:

SEP 22 1997

PER/PAR:

JOEL PERSAUD
REGISTRAR

Schedule A

Court File No. B168/97

THE ONTARIO COURT OF JUSTICE
(GENERAL DIVISION)
COMMERCIAL LIST

THE HONOURABLE MR.	)	_____, THE _____
	)	
JUSTICE _____	)	DAY OF SEPTEMBER, 1997

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Applicant

- and -

B.E.L. - TRONICS LIMITED

Respondent

ORDER

(Vesting Certain of BEL-CAN's Intellectual Property)

THIS MOTION, made by Arthur Andersen Inc., the Receiver and Manager of B.E.L. - Tronics Limited ("BEL-CAN") for an Order vesting certain of the

assets of BEL-CAN in Akcess Pacific Group, L.C.C. ("Akcess Pacific") free and clear of the claims of creditors of BEL-CAN pursuant to section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and for an Order under section 67 of the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P-10 was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Order of this Honourable Court dated 10 September, 1997 approving the sale of certain of the assets of BEL-CAN and the Report of Arthur Andersen Inc. in its capacity as court-appointed Receiver and Manager of BEL-CAN dated September •, 1997 (the "Report"), each as filed, it appearing from the Report that the Purchase Price referred to therein has been paid by Akcess Pacific to the Receiver and that all conditions to the closing of the Purchase Agreement referred to in the Report have been satisfied or waived, and on the consent of Glen Martinson and Martinson & Associated Inc. (collectively "Martinson"),

1. THIS COURT ORDERS that in accordance with the Order of this Honourable Court dated September 10, 1997, this Motion is made without notice and is properly before this Honourable Court.

2. THIS COURT ORDERS, pursuant to the provisions of Section 100 of the *Courts of Justice Act* , R.S.O. 1990, c. C-43 and the provisions of Section 67(1)(e) of the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P-10 that all of the estate, right, title, and interest of BEL-CAN in patents, trade marks and other intellectual property of BEL-CAN including those set forth in the Schedules attached hereto (the "Intellectual Property"), be and the same is hereby vested in Akcess Pacific free and clear from any and all claims, debts, disputes, judgments, writs of execution, writs of seizure and sale, contractual claims, hypotheques, interests, charges, liens, security

interests, assignments, pledges, options, executions, trusts or deemed trusts (whether contractual, statutory or otherwise), adverse claims, actions, levies, taxes, mortgages or encumbrances or any other rights or claims of any kind whatsoever (collectively referred to hereafter as the "Encumbrances") of any and all persons, including individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations and natural persons and corporations, including Martinson, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives (collectively referred to hereafter as the "Persons"), and that subject to Paragraph 3 all of the Encumbrances, asserted by any of the Persons, or in any way affecting the Intellectual Property are hereby expunged and discharged.

3. THIS COURT ORDERS AND DECLARES that all of the Encumbrances affecting the Intellectual Property, created or granted before the date of this Order that are expunged and discharged with respect to the Intellectual Property under the terms of this Order shall continue to attach to and shall retain the same priorities with respect to the proceeds of the sale of the Intellectual Property.

4. THIS COURT SEEKS AND REQUESTS the aid, recognition and assistance of any court or any judicial, regulatory or administrative body of Canada or any province or territory of Canada, and any judicial, regulatory or administrative body of any jurisdiction in which any of the Intellectual Property may be located or registered including, without limiting the generality of the foregoing, the Patent and Trade Marks Office in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order and registering or recording the transactions and transfers of interest contemplated herein.

5. THIS COURT ORDERS that Akcess Pacific be and is hereby authorized to seek such further and additional Orders from this Honourable Court as may be necessary to carry out the transactions contemplated herein.

Schedule A(P)

U.S. PATENTS
Registrations
B.E.L.-Tronics Limited

Patent	Patent Number	Issue Date
HORN ANTENNA AND MIXER CONSTRUCTION FOR MICROWAVE RADAR DETECTORS	4571593	Feb. 18, 1986
MULTIBAND RADAR DETECTOR HAVING PLURAL LOCAL OSCILLATORS	4952936	Aug. 28, 1990
MULTIBAND RADAR DETECTOR	4961074	Oct. 2, 1990

TRADEMARK
REEL: 001933 FRAME: 0133
TRADEMARK
REEL: 002423 FRAME: 0366

Schedule B(P)

U.S. PATENTS
Applications
B.E.L.-Tronics Limited

Patent	Application Number	Patent Number	Date Filed
MIXER USING FUNDAMENTAL FREQUENCY OR SECOND OR THIRD HARMONIC FREQUENCIES OF A LOCAL OSCILLATOR FOR MAXIMIZED RESULTANT FREQUENCY MIXER PRODUCT	205169	5446923	Mar. 3, 1994
HORN ANTENNA AND MIXER CONSTRUCTION FOR MICROWAVE RADAR DETECTORS	606895	4571593	May 3, 184
LOW VOLTAGE SENSING CIRCUITS FOR BATTERY POWERED DEVICES HAVING A MICRO-PROCESSOR	290122	5487916	Aug. 15, 1994
BI-DIRECTIONAL LASER LIGHT DETECTION DEVICE HAVING A LASER LIGHT PIPE	325500	5600132	Oct. 19, 1994
VOLTAGE CONTROLLED PUSH-PUSH OSCILLATOR	225308	5402087	Apr. 8, 1994
MULTIBAND RADAR DETECTOR HAVING PLURAL LOCAL OSCILLATORS	242533	4952936	Sept. 12, 1988
DUAL HORN, MULTI-BAND RADAR DETECTOR	242536	4939521	Sept. 12, 1988
ELECTONIC DEVICE TO IMPROVE A GOLF SWING	326807		Sept. 2, 1992

TRADEMARK
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REEL: 002423 FRAME: 0367

Patent	Application Number	Patent Number	Date Filed
CONSTRUCTION FOR A PORTABLE RADAR DETECTOR HAVING A MIRROR	612090	4625210	May 21, 1984
POWER TAKE-OFF SWITCH	356509	3790808	May 2, 1973
RADAR DETECTION AND SIGNAL PROCESSING CIRCUIT	604953	4630054	Apr. 27, 1984

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REEL: 002423 FRAME: 0368

Schedule C(P)

CANADIAN PATENTS
B.E.L.-Tronics Limited

Patent	File Number	Filing Date
LOW VOLTAGE SENSING CIRCUITS FOR BATTERY POWERED DEVICES HAVING A MICRO-PROCESSOR	2155255	1995/08/02
ELECTRONIC DEVICE TO IMPROVE GOLF SWING	2104761	1993/08/24
MULTIBAND RADAR DETECTOR	1295715	1987/12/23
MULTIBAND RADAR DETECTOR HAVING PLURAL LOCAL OSCILLATORS	1295714	1987/12/23
HORN ANTENNA AND MIXER CONSTRUCTION FOR MICROWAVE RADAR DETECTORS	1187602	1984/01/06
CONSTRUCTION FOR A PORTABLE RADAR DETECTOR HAVING A MIRROR	1187601	1984/03/27
RADAR DETECTION AND SIGNAL PROCESSING CIRCUIT	1187586	1984/01/06

TRADEMARK
REEL: 001933 FRAME: 0136
TRADEMARK
REEL: 002423 FRAME: 0369

Schedule D(P)

JAPANESE PATENTS
Registrations
B.E.L.-Tronics Limited

Patent	Patent Number	Issue Date
RADAR DETECTION HORN	1594721	Dec. 27, 1990

TRADEMARK
REEL: 001933 FRAME: 0137

TRADEMARK
REEL: 002423 FRAME: 0370

Schedule E(P)

AUSTRALIAN PATENTS
Registrations
B.E.L.-Tronics Limited

Patent	Patent Number	Issue Date
ANTENNA/MIXER FOR MICROWAVE RADAR	572,553	Dec. 21, 1984

TRADEMARK
REEL: 001933 FRAME: 0138

TRADEMARK
REEL: 002423 FRAME: 0371

Schedule F(P)

GB PATENTS
Registrations
B.E.L.-Tronics Limited

Patent	Patent Number	Issue Date
RADAR DETECTION/SIGNAL	572,953	
AMTENNA/MIXER FOR MICROWAVE RADAR		

TRADEMARK
REEL: 001933 FRAME: 0139
TRADEMARK
REEL: 002423 FRAME: 0372

Schedule A(TM)

U.S. TRADE MARKS - REGISTRATIONS
B.E.L.-Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
RSV	75-075,532 - March 20, 1996	2,048,971 - April 1, 1997
DUAL TRACKING LASER	74-710,622 - August 3, 1995	1,985,673 - July 9, 1996
QUICKDIAL	74-636,080 - February 21, 1995	2,049,650 - April 1, 1997
VG-2 GUARD	74-607,674 - December 6, 1994	1,983,085 - June 25, 1996
DTL	74-481,844 - January 24, 1994	1,915,810 - August 29, 1995
FMT-FUNDAMENTAL MIXER TECHNOLOGY	74-419,225 - August 2, 1993	1,869,304 - December 27, 1994
FMT	74-419,223 - August 2, 1993	1,949,937 - January 23, 1996
LEADERSHIP THROUGH INNOVATION	74-373,784 - March 31, 1993	1,860,310 - October 25, 1994
FULL-DIMENSIONAL SOUND	74-336,374 - December 3, 1992	1,866,250 - December 6, 1994
SWINGMATE	74-291,476 - July 6, 1992	1,874,533 - January 17, 1995
LASERALERT	74-266,606 - April 17, 1992	1,811,466 - December 14, 1993
EXPRESS	74-162,864 - May 2, 1991	1,681,876 - April 7, 1992
SHADOW TECHNOLOGY	74-147,192 - March 11, 1991	1,706,363 - August 11, 1992

TRADEMARK
REEL: 001933 FRAME: 0140
TRADEMARK
REEL: 002423 FRAME: 0373

Trade Mark	Application No./Date	Registration No./Date
VECTOR	73-562,563 - October 11, 1985	1,493,929 - June 28, 1988
COMPUHETERODYNE	73-424,909 - May 9, 1983	1,281,393 - June 12, 1984
BEL and DESIGN	73-424,846 - May 6, 1983	1,765,584 - April 20, 1993
MICRO EYE	73-424,715 - May 6, 1983	1,309,767 - December 18, 1984

TRADEMARK
REEL: 001933 FRAME: 0141
TRADEMARK
REEL: 002423 FRAME: 0374

Schedule B(TM)

U.S. TRADE MARKS - APPLICATIONS
B.E.L.-Tronics Limited

Trade Mark	Application No./Date
MULTILINK	74-621,705 - January 17, 1995
ACCU-RATE Stylized Letters	74-419,224 - August 2, 1993
LEGEND	74-005,430 - November 27, 1989
FMT	74-005,429 - November 27, 1989
RSV	74-005,428 - November 27, 1989
FMT - FUNDAMENTAL MIXER TECHNOLOGY	74-005,427 - November 27, 1989
RSV - RADAR SIGNAL VERIFICATION	74-005,426 - November 27, 1989
SAFETY ALERT	793,669 - September 28, 1995

TRADEMARK
REEL: 001933 FRAME: 0142
TRADEMARK
REEL: 002423 FRAME: 0375

Schedule C(TM)

U.S. TRADE MARKS - ABANDONED
B.E.L.-Tronics Limited

Trade Mark	Application No./Date
PREFERRED CALLER MEMORY	74-607,675 - December 6, 1994
BLOCK REJECT	74-607,673 - December 6, 1994
QUICK DIAL	74-607,672 - December 6, 1994
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	74-607,671 - December 6, 1994
DUAL TRACKING LASER	74-481,841 - January 24, 1994
CALL REJECT	74-336,369 - December 3, 1992
BLOCK BUSTER	74-336,352 - December 3, 1992
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	74-297,276 - July 24, 1992
SWING MASTER and DESIGN	74-246,482 - February 14, 1992
SWING MASTER	74-246,356 - February 14, 1992
LASER	74-237,494 - January 14, 1992
ALLBAND	74-221,411 - November 14, 1991
THREE BAND PLUS	74,221,410 - November 14, 1991
BEL BEL-TRONICS and DESIGN	74-147,143 - March 11, 1991

TRADEMARK
REEL: 001933 FRAME: 0143
TRADEMARK
REEL: 002423 FRAME: 0376

Trade Mark	Application No./Date
ST	74-147,142 - March 11, 1991
PATRIOT	74-139,926 - February 19, 1991
VG-2	74-114,666 - November 13, 1990
THE LOOP	74-102,008 - October 1, 1990
QUANTUM	73-665,708 - June 10, 1987 1,515,183 - December 6, 1988 (R)
SIGNAL CONCENTRATOR	73-542,535 - June 11, 1985 1,378,984 - January 21, 1986 (R)

TRADEMARK
REEL: 001933 FRAME: 0144
TRADEMARK
REEL: 002423 FRAME: 0377

Schedule D(TM)

BENELUX TRADE MARKS - REGISTRATIONS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL EXPRESS 3	825046 - April 7, 1994	556513 - April 7, 1994
BEL	823059 - March 4, 1994	551512 - March 4, 1994
BEL VANTAGE 3	823058 - March 4, 1994	551511 - March 4, 1994
BEL TRONICS	823057 - March 4, 1994	551510 - March 4, 1994

TRADEMARK
REEL: 001933 FRAME: 0145
TRADEMARK
REEL: 002423 FRAME: 0378

Schedule E(TM)

CANADIAN TRADE MARKS - REGISTRATIONS
B.E.L.-Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
MULTILINK	772,954 - January 13, 1995	TMA450,884 - November 24, 1995
VG-2 GUARD	770,648 - December 9, 1994	TMA456,010 - March 22, 1996
PREFERRED CALLER MEMORY	770,647 - December 9, 1994	TMA456,009 - March 22, 1996
LEADERSHIP THROUGH INNOVATION AND TECHNOLOGY	725,190 - March 22, 1993	TMA434,736 - October 21, 1994
FULL DIMENSIONAL SOUND	717,890 - November 30, 1992	TMA423,432 - February 18, 1994
CALL REJECT	717,879 - November 30, 1992	TMA425,778 - March 25, 1994
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	710,471 - August 7, 1992	TMA423,759 - February 25, 1994
SWINGMATE	708,549 - July 13, 1992	TMA420,340 - December 3, 1993
LASERALERT	702,410 - April 3, 1992	TMA412,951 - May 28, 1993
SHADOW TECHNOLOGY	677,557 - March 7, 1991	TMA396,415 - March 27, 1992
ST	677,554 - March 7, 1991	TMA393,363 - January 24, 1992
ESPRIT	660,563 - June 22, 1990	TMA387,356 - August 2, 1991

TRADEMARK
REEL: 001933 FRAME: 0146
TRADEMARK
REEL: 002423 FRAME: 0379

Trade Mark	Application No./Date	Registration No./Date
FMT	645,660 - November 27, 1989	TMA376,948 - December 7, 1990
RSV - RADAR SIGNAL VERIFICATION	645,659 - November 27, 1989	TMA378,963 - January 25, 1991
RSV	645,657 - November 27, 1989	TMA376,947 - December 7, 1990
FMT - FUNDAMENTAL MIXER TECHNOLOGY	645,653 - November 27, 1989	TMA378,962 - January 25, 1991
LEGEND	638,407 - August 11, 1989	TMA378,118 - January 11, 1991
THE INTELLIGENT CHOICE	597,403 - December 17, 1987	TMA352,043 - February 24, 1989
IRT	594,380 - October 29, 1987	TMA354,183 - March 31, 1989
IRT - IMAGE REJECTION TECHNOLOGY	594,379 - October 29, 1987	TMA354,182 - March 31, 1989
QUEST	574,525 - December 10, 1986	TMA334,721 - November 27, 1987
QUANTUM	560,821 - April 15, 1986	TMA326,678 - April 24, 1987
CLEAR AS A BEL	553,192 - November 25, 1985	TMA322,393 - January 2, 1987
MICRO EYE EXPRESS	550,580 - October 10, 1985	TMA326,647 - April 24, 1987
VECTOR	546,793 - July 25, 1985	TMA325,778 - April 10, 1987

TRADEMARK
REEL: 001933 FRAME: 0147
TRADEMARK
REEL: 002423 FRAME: 0380

Trade Mark	Application No./Date	Registration No./Date
BEL and DESIGN	544,167 - June 19, 1985	TMA323,398 - February 6, 1987
SIGNAL CONCENTRATOR	503,202 - May 10, 1983	TMA293,733 - August 3, 1984
MICRO EYE	502,941 - May 9, 1983	TMA288,709 - March 9, 1984
COMPUHETERODYNE	491,879 - September 9, 1982	TMA284,130 - October 14, 1983
BEL TRONICS		

TRADEMARK
REEL: 001933 FRAME: 0148
TRADEMARK
REEL: 002423 FRAME: 0381

Schedule F(TM)

CANADIAN TRADE MARKS - APPLICATIONS
B.E.L.-Tronics Limited

Trade Mark	Application No./Date
SAFETY ALERT	793,669 - September 28, 1995
QUICKDIAL	775,332 - February 13, 1995
BLOCK REJECT	770,646 - December 9, 1994
BEL-TRONICS LIMITED	769,568 - November 25, 1994

TRADEMARK
REEL: 001933 FRAME: 0149
TRADEMARK
REEL: 002423 FRAME: 0382

Schedule G(TM)

CANADIAN TRADE MARKS - ABANDONED
B.E.L.-Tronics Limited

Trade Mark	Application No./Date
DUAL TRACKING LASER	789,093 - August 2, 1995
QUICKDIAL	770,045 - December 2, 1994
DTL	745,446 - January 18, 1994
DTL - DUAL TRACKING LASER	745,445 - January 18, 1994
BLOCK BUSTER	717,859 - November 30, 1992
SWINGMASTER and DESIGN	699,307 - February 19, 1992
SWING MASTER	699,304 - February 19, 1992
LASER	696,657 - January 9, 1992
THREE BAND PLUS	694,300 - November 22, 1991
ALLBAND	694,230 - November 22, 1991
EXPRESS	680,987 - April 29, 1991
BEL BEL-TRONICS & DESIGN	677,552 - March 7, 1991
PATRIOT	675,526 - February 18, 1991
VG-2	669,592 - November 2, 1990

TRADEMARK
REEL: 001933 FRAME: 0150
TRADEMARK
REEL: 002423 FRAME: 0383

Trade Mark	Application No./Date
THE LOOP	667,989 - October 10, 1990
BEL and DESIGN	632,032 - May 16, 1989
ECLIPSE	628,497 - March 28, 1989
BEL MICRO EYE CELLULAR	546,571 - July 24, 1985
BEL and DESIGN	502,942 - May 9, 1983
BEL and DESIGN	381,734 - December 31, 1974
BEL and DESIGN	364,406 - May 14, 1973 TMA208,992 - August 22, 1975 (R)

TRADEMARK
REEL: 001933 FRAME: 0151
TRADEMARK
REEL: 002423 FRAME: 0384

Schedule H(TM)

JAPANESE TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL TRONICS		
MICRO EYE	110599/85 - Nov. 11, 1985	

TRADEMARK
REEL: 001933 FRAME: 0152
TRADEMARK
REEL: 002423 FRAME: 0385

Schedule I(TM)

FRENCH TRADE MARKS - REGISTRATIONS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
MICRO EYE	747,976 - Jun. 11, 1985	1,327,631 - Jun. 11, 1985
BEL	747,973 - Jun. 18, 1985	1,327,629 - Jun. 18, 1985
BEL TRONICS	747,974 - Jun. 18, 1985	1,327,630 - Jun. 18, 1985

TRADEMARK
REEL: 001933 FRAME: 0153
TRADEMARK
REEL: 002423 FRAME: 0386

Schedule J(TM)

AUSTRALIAN TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
MICRO EYE	A428,808 - Jun. 25, 1985	A547,807 - Dec. 19, 1990 505,146
BEL	A547,807 - Dec. 19, 1990	A547808 - Dec. 19, 1990
BEL TRONICS	A547,808 - Dec. 19, 1990	

TRADEMARK
REEL: 001933 FRAME: 0154
TRADEMARK
REEL: 002423 FRAME: 0387

Schedule K(TM)

BE TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL	676,591 - Aug. 6, 1985	413,474 - Jul. 10, 1986
BEL TRONICS	676,592 - Aug. 6, 1985	413,475 - Jul. 10, 1986
MICRO EYE	67,430 - Jul. 20, 1985	409,815 - Jan. 1, 1986

TRADEMARK
REEL: 001933 FRAME: 0155

TRADEMARK
REEL: 002423 FRAME: 0388

Schedule L(TM)

ES TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL	1,252,272 - Jul. 28, 1988	

TRADEMARK
REEL: 001933 FRAME: 0156

TRADEMARK
REEL: 002423 FRAME: 0389

Schedule M(TM)

DE TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL TRONICS	B77212/9WZ - Jul. 28, 1985	1,089.997 - Apr. 7, 1986
MICRO EYE	B77211/9WZ - Jul. 28, 1985	1,095,065 - Aug. 11, 1986

TRADEMARK
REEL: 001933 FRAME: 0157
TRADEMARK
REEL: 002423 FRAME: 0390

SOUTHTRUST BANK, NATIONAL ASSOCIATION - and- B.E.L. - TRONICS LIMITED

Applicant

Respondent

Court File No. B168/97

ONTARIO COURT (GENERAL DIVISION)

VESTING ORDER

CASSELS BROCK & BLACKWELL
Barristers & Solicitors
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Solicitors for Akcess Pacific Group

TRADEMARK
REEL: 001933 FRAME: 0158

TRADEMARK
REEL: 002423 FRAME: 0391

Schedule B

Court File No. B168/97

THE ONTARIO COURT OF JUSTICE
(GENERAL DIVISION)
COMMERCIAL LIST

THE HONOURABLE MR.)
) _____, THE _____
JUSTICE _____) DAY OF SEPTEMBER, 1997

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Applicant

- and -

B.E.L. - TRONICS LIMITED

Respondent

ORDER

(Vesting Certain Of BEL-CAN's Assets)

THIS MOTION, made by Arthur Andersen Inc., the Receiver and Manager of B.E.L. - Tronics Limited ("BEL-CAN") for an Order vesting certain of the assets of BEL-CAN in Akcess Pacific Group, L.C.C. ("Akcess Pacific") free and clear of the claims of creditors of BEL-CAN pursuant to section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and for an Order under section 67 of the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P-10 was heard this day at 393 University Avenue, Toronto, Ontario.

TRADEMARK
REEL: 001933 FRAME: 0159

TRADEMARK
REEL: 002423 FRAME: 0392

ON READING the Order of this Honourable Court dated 10 September, 1997 approving the sale of certain of the assets of BEL-CAN and the Report of Arthur Andersen Inc. in its capacity as court-appointed Receiver and Manager of BEL-CAN dated September •, 1997 (the "Report"), each as filed, it appearing from the Report that the Purchase Price referred to therein has been paid by Akcess Pacific to the Receiver and that all conditions to the closing of the Purchase Agreement referred to in the Report have been satisfied or waived, and on the consent of Glen Martinson and Martinson & Associated Inc. (collectively "Martinson"),

1. **THIS COURT ORDERS** that in accordance with the Order of this Honourable Court dated September 10, 1997, this Motion is made without notice and is properly before this Honourable Court.

2. **THIS COURT ORDERS,** pursuant to the provisions of Section 100 of the *Courts of Justice Act* , R.S.O. 1990, c. C-43 and the provisions of Section 67(1)(e) of the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P-10 that all of the estate, right, title, and interest of BEL-CAN in the assets referred to in the Purchase Agreement (the "Purchased Assets"), be and the same is hereby vested in Akcess Pacific free and clear from any and all claims, debts, disputes, judgments, writs of execution, writs of seizure and sale, contractual claims, hypotheques, interests, charges, liens, security interests, assignments, pledges, options, executions, trusts or deemed trusts (whether contractual, statutory or otherwise), adverse claims, actions, levies, taxes, mortgages or encumbrances or any other rights or claims of any kind whatsoever (collectively referred to hereafter as the "Encumbrances") of any and all persons, including individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organizations and natural persons and corporations, including Martinson, whether acting in their capacity as principal or as agents,

trustees, executors, administrators or other legal representatives (collectively referred to hereafter as the "Persons"), and that subject to Paragraph 3 all of the Encumbrances, asserted by any of the Persons, or in any way affecting the Purchased Assets are hereby expunged and discharged.

3. **THIS COURT ORDERS AND DECLARES** that all of the Encumbrances affecting the Purchased Assets, created or granted before the date of this Order that are expunged and discharged with respect to the Purchased Assets under the terms of this Order shall continue to attach to and shall retain the same priorities with respect to the proceeds of the sale of the Purchased Assets.

4. **THIS COURT REQUESTS** and seeks the aid and recognition of any court or administrative body in any province or territory of Canada, any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America or elsewhere in connection with the implementation and carrying out of the terms of this Order and the authority of the Receiver granted hereunder to proceed with and carry out the transactions contemplated herein.

5. **THIS COURT ORDERS** that Akcess Pacific be and is hereby authorized to seek such further and additional Orders from this Honourable Court as may be necessary to carry out the transactions contemplated herein.

SOUTHTRUST BANK, NATIONAL ASSOCIATION - and- B.E.L. - TRONICS LIMITED

Applicant

Respondent

Court File No. B168/97

ONTARIO COURT (GENERAL DIVISION)

VESTING ORDER

CASSELS BROCK & BLACKWELL
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Solicitors for Akcess Pacific Group

TRADEMARK
REEL: 001933 FRAME: 0162

TRADEMARK
REEL: 002423 FRAME: 0395

Court File No. B168/97

THE ONTARIO COURT OF JUSTICE
(GENERAL DIVISION)
COMMERCIAL LIST

THE HONOURABLE MR.	)	WEDNESDAY, THE 6TH
	)	
JUSTICE SPENCE	)	DAY OF NOVEMBER, 1997

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Applicant

- and -

B.E.L. - TRONICS LIMITED

Respondent

ORDER

(Vesting Certain of B.E.L. - Tronics Limited's Assets in BEL-Tronics Radar Limited Partnership I)

TRADEMARK
REEL: 001933 FRAME: 0163

TRADEMARK
REEL: 002423 FRAME: 0396

THIS MOTION, made by Arthur Andersen Inc., the Receiver and Manager of B.E.L. - Tronics Limited for an Order vesting certain of the assets of B.E.L. - Tronics Limited in BEL-Tronics Radar Limited Partnership I, a Delaware limited partnership, free and clear of claims pursuant to Section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43 and for an Order under Section 67 of the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P-10 was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Order of this Court dated 10 September, 1997 approving the sale of certain of the assets of B.E.L. - Tronics Limited, the Endorsement of this Court dated October 6, 1997, and the Report of Arthur Andersen Inc. in its capacity as court-appointed Receiver and Manager of B.E.L. - Tronics Limited dated November 5, 1997 (the "Report"), each as filed, it appearing from the Report that the Purchase Price referred to therein has been paid by Akcess Pacific Group, L.L.C. to the Receiver and that all conditions to the closing of the Purchase Agreement referred to in the Report have been satisfied or waived, and on the consent of Glen Martinson and Martinson & Associates Inc. (collectively "Martinson"),

1. **THIS COURT ORDERS** that in accordance with the Order of this Court dated September 10, 1997, this Motion is properly made without notice and is properly before this Court.

2. **THIS COURT ORDERS**, pursuant to the provisions of Section 100 of the *Courts of Justice Act* , R.S.O. 1990, c. C-43 and the provisions of Section 67(1)(e) of the *Personal Property Security Act* (Ontario), R.S.O. 1990, c. P-10 that all of the estate, right, title, and interest of B.E.L. - Tronics Limited in any and all patents, trademarks

and other intellectual property owned by B.E.L. - Tronics Limited including the intellectual property identified in Schedule I attached hereto but excluding the intellectual property identified in Schedule II attached hereto (the "Intellectual Property"), be and the same is hereby vested in BEL-Tronics Radar Limited Partnership I free and clear from any and all claims, debts, disputes, judgments, writs of execution, writs of seizure and sale, contractual claims, hypothecs, interests, charges, liens, security interests, assignments, pledges, options, executions, trusts or deemed trusts (whether contractual, statutory or otherwise), adverse claims, actions, levies, taxes, mortgages or encumbrances or any other rights or claims of any kind whatsoever (collectively referred to hereafter as the "Encumbrances") of any and all persons, including individuals, firms, corporations, partnerships, joint ventures, trusts, unincorporated organization, governmental entities, natural persons and corporations, including Martinson, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives (collectively referred to hereafter as the "Persons"), and that subject to Paragraph 3 all of the Encumbrances, asserted by any of the Persons, or in any way affecting the Intellectual Property are hereby expunged and discharged.

3. **THIS COURT ORDERS AND DECLARES** that all of the Encumbrances affecting the Intellectual Property that are expunged and discharged with respect to the Intellectual Property under the terms of this Order shall continue to attach to and shall retain the same priorities with respect to the proceeds of the sale of the Intellectual Property.

4. **THIS COURT SEEKS AND REQUESTS** the aid, recognition and assistance of any court or any judicial, regulatory or administrative body of Canada or any province or territory of Canada, and any judicial, regulatory or

administrative body of any jurisdiction in which any of the Intellectual Property may be located or registered including, without limiting the generality of the foregoing, the Patent and Trade Marks Office in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order and registering or recording the transactions and transfers of interest contemplated herein.

5. **THIS COURT ORDERS** that Akcess Pacific Group, L.L.C. be and is hereby authorized to seek such further and additional Orders from this Court as may be necessary to carry out the transactions contemplated herein.

ENTERED AT/INSCRIT À TORONTO
ON/BOOK NO:
LE/DANS LE REGISTRE NO:
NOV 06 1997
PER/PAR:

SCHEDULE I

SCHEDULE I (PATENTS)

Schedule A

U.S. PATENTS
B.E.L.-Tronics Limited

1. REGISTRATIONS

Patent	Patent Number	Issue Date
MIXER USING FUNDAMENTAL FREQUENCY OR SECOND OR THIRD HARMONIC FREQUENCIES OF A LOCAL OSCILLATOR FOR MAXIMIZED RESULTANT FREQUENCY MIXER PRODUCT	5446923	Mar. 3, 1994
LOW VOLTAGE SENSING CIRCUITS FOR BATTERY POWERED DEVICES HAVING A MICRO-PROCESSOR	5487916	Aug. 15, 1994
VOLTAGE CONTROLLED PUSH-PUSH OSCILLATOR	5402087	Apr. 8, 1994
DUAL HORN, MULTI-BAND RADAR DETECTOR	4939521	Sept. 12, 1988
CONSTRUCTION FOR A PORTABLE RADAR DETECTOR HAVING A MIRROR	4625210	May 21, 1984
POWER TAKE-OFF SWITCH	3790808	May 2, 1973
RADAR DETECTION AND SIGNAL PROCESSING CIRCUIT	4630054	Apr. 27, 1984

TRADEMARK
REEL: 001933 FRAME: 0169
TRADEMARK
REEL: 002423 FRAME: 0402

2. APPLICATIONS	Application No.	Filing Date
ELECTRONIC DEVICE TO IMPROVE A GOLF SWING	326807	Sept. 2, 1992
RADAR DETECTION & SIGNAL	604953	Apr. 27, 1984
PORTABLE RADAR DETECTOR	612090	May 21, 1984

TRADEMARK
REEL: 001933 FRAME: 0170
TRADEMARK
REEL: 002423 FRAME: 0403

Schedule B

CANADIAN PATENTS
B.E.L.-Tronics Limited

Patent	File Number	Filing Date
LOW VOLTAGE SENSING CIRCUITS FOR BATTERY POWERED DEVICES HAVING A MICRO-PROCESSOR	2155255	1995/08/02
ELECTRONIC DEVICE TO IMPROVE GOLF SWING	2104761	1993/08/24
MULTIBAND RADAR DETECTOR	1295715	1987/12/23
MULTIBAND RADAR DETECTOR HAVING PLURAL LOCAL OSCILLATORS	1295714	1987/12/23
HORN ANTENNA AND MIXER CONSTRUCTION FOR MICROWAVE RADAR DETECTORS	1187602	1984/01/06
CONSTRUCTION FOR A PORTABLE RADAR DETECTOR HAVING A MIRROR	1187601	1984/03/27
RADAR DETECTION AND SIGNAL PROCESSING CIRCUIT	1187586	1984/01/06

TRADEMARK
REEL: 001933 FRAME: 0171
TRADEMARK
REEL: 002423 FRAME: 0404

Schedule C

GREAT BRITAIN - PATENTS
B.E.L.-Tronics Limited

Patent	Patent Number
RADAR DETECTION/SIGNAL	572,953
ANTENNA/MIXER FOR MICROWAVE RADAR	84/00448

Schedule 3
ACQUISITION ENTITY

BEL-Tronics Radar Limited Partnership I

SCHEDULE I (TRADE MARKS)

Schedule A

U.S. TRADE MARKS
B.E.L.-Tronics Limited

1. REGISTRATIONS

Trade Mark	Application No./Date	Registration No./Date
RSV	75-075,532 - March 20, 1996	2,048,971 - April 1, 1997
DUAL TRACKING LASER	74-710,622 - August 3, 1995	1,985,673 - July 9, 1996
QUICKDIAL	74-636,080 - February 21, 1995	2,049,650 - April 1, 1997
VG-2 GUARD	74-607,674 - December 6, 1994	1,983,085 - June 25, 1996
DTL	74-481,844 - January 24, 1994	1,915,810 - August 29, 1995
FMT-FUNDAMENTAL MIXER TECHNOLOGY	74-419,225 - August 2, 1993	1,869,304 - December 27, 1994
FMT	74-419,223 - August 2, 1993	1,949,937 - January 23, 1996
LEADERSHIP THROUGH INNOVATION	74-373,784 - March 31, 1993	1,860,310 - October 25, 1994
FULL-DIMENSIONAL SOUND	74-336,374 - December 3, 1992	1,866,250 - December 6, 1994
SWINGMATE	74-291,476 - July 6, 1992	1,874,533 - January 17, 1995

TRADEMARK
REEL: 001933 FRAME: 0175
TRADEMARK
REEL: 002423 FRAME: 0408

Trade Mark	Application No./Date	Registration No./Date
LASERALERT	74-266,606 - April 17, 1992	1,811,466 - December 14, 1993
EXPRESS	74-162,864 - May 2, 1991	1,681,876 - April 7, 1992
SHADOW TECHNOLOGY	74-147,192 - March 11, 1991	1,706,363 - August 11, 1992
VECTOR	73-562,563 - October 11, 1985	1,493,929 - June 28, 1988
COMPUHETERODYNE	73-424,909 - May 9, 1983	1,281,393 - June 12, 1984
BEL and DESIGN	73-424,846 - May 6, 1983	1,765,584 - April 20, 1993
MICRO EYE	73-424,715 - May 6, 1983	1,309,767 - December 18, 1984

* * *

2. APPLICATIONS

Trade Mark	Application No./Date
MULTILINK	74-621,705 - January 17, 1995
ACCU-RATE Stylized Letters	74-419,224 - August 2, 1993
LEGEND	74-005,430 - November 27, 1989

TRADEMARK
REEL: 001933 FRAME: 0176
TRADEMARK
REEL: 002423 FRAME: 0409

FMT	74-005,429 - November 27, 1989
RSV	74-005,428 - November 27, 1989
FMT - FUNDAMENTAL MIXER TECHNOLOGY	74-005,427 - November 27, 1989
RSV - RADAR SIGNAL VERIFICATION	74-005,426 - November 27, 1989
SAFETY ALERT	793,669 - September 28, 1995

* * *

3. ABANDONED

Trade Mark	Application No./Date
PREFERRED CALLER MEMORY	74-607,675 - December 6, 1994
BLOCK REJECT	74-607,673 - December 6, 1994
QUICK DIAL	74-607,672 - December 6, 1994
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	74-607,671 - December 6, 1994
DUAL TRACKING LASER	74-481,841 - January 24, 1994
CALL REJECT	74-336,369 - December 3, 1992
BLOCK BUSTER	74-336,352 - December 3, 1992
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	74-297,276 - July 24, 1992

TRADEMARK
REEL: 001933 FRAME: 0177
TRADEMARK
REEL: 002423 FRAME: 0410

SWING MASTER and DESIGN	74-246,482 - February 14, 1992
SWING MASTER	74-246,356 - February 14, 1992
LASER	74-237,494 - January 14, 1992
ALLBAND	74-221,411 - November 14, 1991
THREE BAND PLUS	74,221,410 - November 14, 1991
BEL BEL-TRONICS and DESIGN	74-147,143 - March 11, 1991
ST	74-147,142 - March 11, 1991
PATRIOT	74-139,926 - February 19, 1991
VG-2	74-114,666 - November 13, 1990
THE LOOP	74-102,008 - October 1, 1990
QUANTUM	73-665,708 - June 10, 1987 1,515,183 - December 6, 1988 (R)
SIGNAL CONCENTRATOR	73-542,535 - June 11, 1985 1,378,984 - January 21, 1986 (R)

TRADEMARK
REEL: 001933 FRAME: 0178
TRADEMARK
REEL: 002423 FRAME: 0411

Schedule B

CANADIAN TRADE MARKS
B.E.L.-Tronics Limited

1. REGISTRATIONS

Trade Mark	Application No./Date	Registration No./Date
MULTILINK	772,954 - January 13, 1995	TMA450,884 - November 24, 1995
VG-2 GUARD	770,648 - December 9, 1994	TMA456,010 - March 22, 1996
PREFERRED CALLER MEMORY	770,647 - December 9, 1994	TMA456,009 - March 22, 1996
LEADERSHIP THROUGH INNOVATION AND TECHNOLOGY	725,190 - March 22, 1993	TMA434,736 - October 21, 1994
FULL DIMENSIONAL SOUND	717,890 - November 30, 1992	TMA423,432 - February 18, 1994
CALL REJECT	717,879 - November 30, 1992	TMA425,778 - March 25, 1994
SWINGMATE TAKES THE GUESSWORK OUT OF YOUR SWING	710,471 - August 7, 1992	TMA423,759 - February 25, 1994
SWINGMATE	708,549 - July 13, 1992	TMA420,340 - December 3, 1993
LASERALERT	702,410 - April 3, 1992	TMA412,951 - May 28, 1993

TRADEMARK
REEL: 001933 FRAME: 0179
TRADEMARK
REEL: 002423 FRAME: 0412

Registrations Continued

Trade Mark	Application No./Date	Registration No./Date
SHADOW TECHNOLOGY	677,557 - March 7, 1991	TMA396,415 - March 27, 1992
ST	677,554 - March 7, 1991	TMA393,363 - January 24, 1992
ESPRIT	660,563 - June 22, 1990	TMA387,356 - August 2, 1991
FMT	645,660 - November 27, 1989	TMA376,948 - December 7, 1990
RSV - RADAR SIGNAL VERIFICATION	645,659 - November 27, 1989	TMA378,963 - January 25, 1991
RSV	645,657 - November 27, 1989	TMA376,947 - December 7, 1990
FMT - FUNDAMENTAL MIXER TECHNOLOGY	645,653 - November 27, 1989	TMA378,962 - January 25, 1991
LEGEND	638,407 - August 11, 1989	TMA378,119 - January 11, 1991
THE INTELLIGENT CHOICE	597,403 - December 17, 1987	TMA352,043 - February 24, 1989
IRT	594,380 - October 29, 1987	TMA354,183 - March 31, 1989
IRT - IMAGE REJECTION TECHNOLOGY	594,379 - October 29, 1987	TMA354,182 - March 31, 1989

TRADEMARK
REEL: 001933 FRAME: 0180
TRADEMARK
REEL: 002423 FRAME: 0413

Registrations Continued

Trade Mark	Application No./Date	Registration No./Date
QUEST	574,525 - December 10, 1986	TMA334,721 - November 27, 1987
QUANTUM	560,821 - April 15, 1986	TMA326,678 - April 24, 1987
CLEAR AS A BEL	553,192 - November 25, 1985	TMA322,393 - January 2, 1987
MICRO EYE EXPRESS	550,580 - October 10, 1985	TMA326,647 - April 24, 1987
VECTOR	546,793 - July 25, 1985	TMA325,778 - April 10, 1987
BEL and DESIGN	544,167 - June 19, 1985	TMA323,398 - February 6, 1987
SIGNAL CONCENTRATOR	503,202 - May 10, 1983	TMA293,733 - August 3, 1984
MICRO EYE	502,941 - May 9, 1983	TMA288,709 - March 9, 1984
COMPUHETERODYNE	491,879 - September 9, 1982	TMA284,130 - October 14, 1983
BELTRONICS		

* * *

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2. APPLICATIONS

Trade Mark	Application No./Date
SAFETY ALERT	793,669 - September 28, 1995
QUICKDIAL	775,332 - February 13, 1995
BLOCK REJECT	770,646 - December 9, 1994
BEL-TRONICS LIMITED	769,568 - November 25, 1994

* * *

3. ABANDONED

Trade Mark	Application No./Date
DUAL TRACKING LASER	789,093 - August 2, 1995
QUICKDIAL	770,045 - December 2, 1994
DTL	745,446 - January 18, 1994
DTL - DUAL TRACKING LASER	745,445 - January 18, 1994
BLOCK BUSTER	717,859 - November 30, 1992
SWINGMASTER and DESIGN	699,307 - February 19, 1992

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TRADEMARK
REEL: 002423 FRAME: 0415

SWING MASTER	699,304 - February 19, 1992
LASER	696,657 - January 9, 1992
THREE BAND PLUS	694,300 - November 22, 1991
ALLBAND	694,230 - November 22, 1991
EXPRESS	680,987 - April 29, 1991
BEL BEL-TRONICS & DESIGN	677,552 - March 7, 1991
PATRIOT	675,526 - February 18, 1991
VG-2	669,592 - November 2, 1990
THE LOOP	667,989 - October 10, 1990
BEL and DESIGN	632,032 - May 16, 1989
ECLIPSE	628,497 - March 28, 1989
BEL MICRO EYE CELLULAR	546,571 - July 24, 1985
BEL and DESIGN	502,942 - May 9, 1983
BEL and DESIGN	381,734 - December 31, 1974
BEL and DESIGN	364,406 - May 14, 1973 TMA208,992 - August 22, 1975 (R)

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Schedule C

AUSTRALIAN TRADE MARKS
B.E.L.-Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
MICRO EYE	A428,808 - Jun. 25, 1985	
BEL	A547,807 - Dec. 19, 1990	A547,807 - Dec. 19, 1990 505,146
BEL TRONICS	A547,808 - Dec. 19, 1990	A547,808 - Dec. 19, 1990

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REEL: 002423 FRAME: 0417

Schedule D

BENELUX TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL EXPRESS 3	825046 - April 7, 1994	556513 - May 1, 1995
BEL	823059 - March 4, 1994	551512 - February 1, 1995
BEL VANTAGE 3	823058 - March 4, 1994	551511 - February 1, 1995
BEL TRONICS	823057 - March 4, 1994	551510 - February 1, 1995
BEL	676591 - August 6, 1985	413474 - July 10, 1986
BEL TRONICS	676592 - August 6, 1985	413475 - March 1, 1986
MICRO EYE	675430 - July 20, 1985	409815 - January 1, 1986

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REEL: 001933 FRAME: 0185

TRADEMARK
REEL: 002423 FRAME: 0418

Schedule E

JAPANESE TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL TRONICS		
MICRO EYE	110599/85 - Nov. 01, 1985	

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TRADEMARK
REEL: 002423 FRAME: 0419

Schedule F

FRENCH TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
MICRO EYE	747,976 - Jun. 11, 1985	1,327,631 - Jun. 11, 1985
BEL	747,973 - Jun. 18, 1985	1,327,629 - Jun. 18, 1985
BEL TRONICS	747,974 - Jun. 18, 1985	1,327,630 - Jun. 18, 1985

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REEL: 002423 FRAME: 0420

Schedule G

SPAIN TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL	1,252,272 - Jul. 28, 1988	

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REEL: 001933 FRAME: 0188
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REEL: 002423 FRAME: 0421

Schedule H

GERMANY TRADE MARKS
BEL Tronics Limited

Trade Mark	Application No./Date	Registration No./Date
BEL TRONICS	B77212/9WZ - Jul. 28, 1985	1,089,997 - Apr. 7, 1986
MICRO EYE	B77211/9WZ - Jul. 28, 1985	1,095,065 - Aug. 11, 1986

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REEL: 002423 FRAME: 0422

Schedule 3
ACQUISITION ENTITY

BEL Tronics Radar Limited Partnership I

SCHEDULE II

Schedule A

U.S. PATENTS
B.E.L.-Tronics Limited

Patent	Patent Number
HALF-HORN	4,571,593
MIXER	4,961,074
OSCILLATOR	4,952,936
BI-DIRECTIONAL LASER LIGHT DETECTION DEVICE HAVING A LASER LIGHT PIPE	5,600,132

Schedule B

CANADIAN PATENTS
B.E.L.-Tronics Limited

Patent	File Number
HALF-HORN	1,187,602
MIXER	1,295,715
OSCILLATOR	1,294,714

Schedule C

AUSTRALIAN PATENTS

B.E.L.-Tronics Limited

Patent	File Number
HALF-HORN	572,953

SOUTHTRUST BANK, NATIONAL ASSOCIATION

Applicant

- and -

B.E.L. - TRONICS LIMITED

Respondent

Court File No. B168/97

ONTARIO COURT (GENERAL DIVISION)

VESTING ORDER

MORRIS/ROSE/LEDGETT
Canada Trust Tower, BCE Place
Suite 2700, 161 Bay Street
Toronto, Ontario
M5J 2S1

CHRIS REED
Phone: (416) 981-9337
Fax: (416) 863-9500

Solicitor for The Manager and Receiver
of B.E.L. Tronics Limited,
Arthur Andersen Inc.

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However, included in Schedule "2" was a copy of a blank Court Order which had apparently been intended to be signed by the Judge sometime in September of 1997. The document has no signature of any sort.

Finally, there was included as Schedule "3" to the purported trademark Assignment document, an Acquisition Entity document stating that BEL-Tronics Radar Limited Partnership I would be the Acquisition Entity.

Regrettably, there appears to be no Court Order in any of the documentation identified above which specifically grants or vests unto BEL-Tronics Radar Limited Partnership I any rights whatsoever

All of the above documents were submitted over the signature of the undersigned because those were the only documents that were provided to the undersigned by the solicitors for BEL-Tronics Radar Limited Partnership I.

Just recently, upon review of the documentation noted above, and as recorded, it was noted that there is an hiatus in that there is no clear chain of title from B.E.L-Tronics Limited unto BEL-Tronics Radar Limited Partnership I. This is an error which occurred because the only documents which were placed in the hands of the undersigned were those which were recorded and which, on their face, appear to be correct but, upon detailed study, are faulty.

In order to correct the documentation, and in order to properly assign the one (1) trademark application and seventeen (17) issued trademarks noted on the Assignment registration document – namely, United States Trademark Application No. 74/621,705; United States Trademark Registration No. 1,281,393; No. 1,309,767; No. 1,493,929; No. 1,681,876; No. 1,706,363; No. 1,765,584; No. 1,811,466; No. 1,860,310; No. 1,866,250; No. 1,869,304; No. 1,874,533; No. 1,915,810; No. 1,949,937; No. 1,983,085; No. 1,985,673; No. 2,048,971; and No. 2,049,650 – there is submitted herewith a new set of documentation including the following:

- recordation form cover sheet;
- copy of the Order of June 30, 1997 made by the Ontario Court of Justice (General Division) appointing Arthur Anderson Inc. as Receiver and Manager of B.E.L-Tronics Limited – the former owner of the patents noted immediately above;
- copy of an Order dated September 10, 1997 by the Ontario Court of Justice (General Division) made on Motion of Arthur Anderson Inc., vesting Intellectual Property in keeping with the Schedules appended thereto; and
- copy of a further Court Order dated November 6, 1997 made by the Ontario Court of Justice (General Division) vesting certain properties, including the trade mark application and registrations noted above, in BEL-Tronics Radar Limited Partnership I.

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REEL: 002423 FRAME: 0429

It will be noted that the Court Order of November 6, 1997 was also made on Motion of Arthur Anderson Inc., it refers to the previous Court Order of September 10, 1997; and, in keeping with the previous Court Order of September 10, 1997, the Court orders that the Intellectual Property identified in the Schedules attached to that Court Order is vested, free and clear, in BEL-Tronics Radar Limited Partnership I.

Accordingly, the errors made in the previously recorded Assignment are corrected. The errors occurred because the solicitors in charge of all matters surrounding the bankruptcy and purchase of assets of the former B.E.L-Tronics Limited did not inform the undersigned of the existence of the Court Order of November 6, 1997, and did not provide any copy of the same, until very recently. It had been brought to the attention of the undersigned by Attorneys for another company providing financing in respect of the asset purchase, that the chain of title did not appear to be correct, and those Attorneys were aware of the existence of the Court Order of November 6, 1997. The undersigned immediately demanded a review of the files held and maintained by the instructing solicitors, who then uncovered the Court Order of November 6, 1997, and provided copies of the same to the undersigned.

Having regard, therefore, to the provisions of T.M.E.P. § 503.06, an error occurred in the previously recorded Assignment document and the newly submitted documentation corrects that error. In this case, the Assignment is made by Court Order in the person of the Honorable Mr. Justice Spence of the Ontario Court of Justice (General Division). The newly submitted documentation, including this letter, therefore acknowledges and corrects the error in the originally recorded documentation; the newly submitted documentation confirms that title is properly in the name of BEL-Tronics Radar Limited Partnership I, unto whom the trademarks are vested by Court Order; and the newly submitted documentation identifies the incorrectly recorded Assignment document by reel and frame numbers – Reel/Frame 1777/0314.

Accompanying this document is our cheque in the amount of **$465.00 US** in payment of the Assignment Recordation Fees (1 x $40.00 plus 17 x $25.00). The Trademarks Office is authorized to charge any additional fees required to be paid, or to refund any overpayment of fees, to our Deposit Account 08-2040; and in the event that the enclosed cheque is not accepted for any reason, any required fees may be charged to Deposit Account 08-2040. A duplicate copy of this letter is **enclosed** herewith for use by the Cashier's Office.

Entry of the Corrective Document submitted herewith is now respectfully solicited.

Finally, the undersigned makes all of the statements above as a Verified Statement which set forth how the error occurred. In that respect, the undersigned declares further that all statements made herein of their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that wilful

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RECORDED: 07/19/1999

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