



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

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

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

1. Name of conveying party(ies):

Axonm, L.L.C.

6.3.02

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

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

2. Name and address of receiving party(ies)

Name: Whitney National Bank

Internal Address: Legal Department

Street Address: 228 St. Charles Avenue

City: N.O. State: LA Zip: 70130

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

National bank organized under the laws of the U.S.

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 Other

Execution Date: May 15, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

U.S.P.T.O. Service Mark Reg. No. 2,092,640 (Axonn logo)

Additional number(s) attached Yes No

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

Name: Lori Tamporello

Internal Address:

Milling Benson Woodward L.L.P.

Street Address: 909 Poydras Street, Suite 2300

City: N.O. State: LA Zip: 70112

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41): \$215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Timothy Betbeze

Name of Person Signing

Signature

May 15, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

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

Cover Sheet Page 1 of 2

06/05/2002 GT0N11 00000031 2092640

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TRADEMARK REEL: 002518 FRAME: 0233

**CONTINUATION OF ITEM NO. 4 - U.S. REGISTRATION NUMBERS**

**TRADEMARKS AND SERVICEMARKS**

1. U.S.P.T.O. Service Mark Reg. No. 2,449,667 ("Wireless Data Solutions That Work")
2. U.S.P.T.O. Trademark Application, Serial No. 76/348074 ("Virtual Conduit")
3. U.S.P.T.O. Trademark Application, Serial No. 76/347826 ("Cellular for Sensors")
4. U.S.P.T.O. Trademark Application, Serial No. 76/347799 ("Axonn Advantage")
5. U.S.P.T.O. Trademark Application, Serial No. 76/376728 ("Industrial Wireless Data Solutions")
6. U.S.P.T.O. Trademark Application, Serial No. 76/376729 ("Industrial Wireless")
7. U.S.P.T.O. Trademark No. 2,375,959 ("Itero Technologies")



**SECURITY AGREEMENT**

This Security Agreement is made this 15th day of May, 2002 by AXONN, L.L.C. (hereinafter referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of WHITNEY NATIONAL BANK ("Secured Party"). Grantor's social security number or taxpayer identification number is 36-4382065. Additional information relating to Grantor is set forth on Schedule 1 to this Security Agreement. "Borrower" shall mean individually, collectively, and interchangeably any, each and/or all of AXONN, L.L.C.

To secure payment of all obligations and liabilities of Grantor and Borrower, and of any one or more of them, to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Secured Party on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties and this Security Agreement (collectively, the "Obligations"), Grantor pledges and pawns to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against, (a) all property of Grantor or in which Grantor has an interest that is now or hereafter on deposit with, in the possession of, under the control of or held by Secured Party, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations, and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, and other tax-deferred retirement accounts) and (b) the following described property, now or hereafter owned by Grantor and wherever located:

- all accounts, all inventory and all chattel paper
- all equipment
- all documents
- all fixtures located on the property described on Exhibit B
- all chattel paper
- all general intangibles
- all property described on Exhibit A

together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), products and proceeds of any of the foregoing (collectively, "Collateral"). The terms "accounts," "instruments," "account debtor," "documents," "equipment," "general intangibles," "inventory," "chattel paper," "investment property," "deposit accounts," "securities accounts," "financial assets," "fixtures" and "proceeds" shall have the meanings provided in the Louisiana Commercial Laws.

Grantor further authorizes secured party at any time and without further consent from Grantor to file a carbon, photographic, facsimile, or other reproduction of this Security Agreement or Grantor's financing statement as a financing statement. All Collateral shall remain subject to this Security Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Security Agreement have been terminated. Secured Party may renew certificates of deposit or other renewable items included in the Collateral. All interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, stock splits and stock dividends), and proceeds with respect to the Collateral shall be delivered upon receipt to Secured Party in negotiable form. Grantor shall execute any endorsements, assignments, stock powers and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may request. Grantor represents and warrants that (a) EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED HEREIN, Secured Party shall at all times have a perfected first priority security interest in the Collateral free of all other security interests, liens and claims, and (b) the description and identification of the Collateral and Grantor's name, social security or taxpayer identification number, and principal residence or chief executive office are correctly stated herein. Grantor shall prevent the accrual of prescription or statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Should any Collateral decline in value after the date of this Security Agreement, Grantor shall, within five (5) days after receiving notice from Secured Party of such decline in value, grant a security interest in additional property satisfactory to Secured Party. Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make payments directly to Secured Party; (b) to receive and recover any money or other property at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments; and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. To the extent that any stocks, bonds or other securities are included in the Collateral, Grantor (a) covenants not to vote any Collateral in any manner that would adversely affect Secured Party's rights and (b) authorizes Secured Party, in its discretion, to transfer to or register in its name or the name of its nominee any of the Collateral, with or without indication of the security interest herein created. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising contractually or as a matter of law, is hereby expressly waived.

If Grantor's accounts are subject to this Security Agreement, Grantor agrees to administer its accounts and the proceeds thereof in a fiduciary capacity for Secured Party, take all actions necessary to collect the accounts, and immediately deposit all proceeds of the accounts into Grantor's deposit account with Secured Party. Upon request, Grantor shall at any time (a) furnish to Secured Party within ten (10) days a list of the accounts, showing the name, address and the amount owed by each account debtor, and (b) mark on all bills, invoices and statements issued in connection with the accounts that the account is subject to a security agreement with Secured Party and is payable to Secured Party at Secured Party's address. If Grantor accepts chattel paper or instruments in payment of accounts, goods or services, Grantor shall promptly deliver all such chattel paper and instruments to Secured Party in negotiable form.

Grantor shall at all times permit Secured Party, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that Secured Party may require to conduct such inspections and verifications. Upon request, Grantor, at its expense, shall cause or permit an independent certified public accountant, appraiser or other expert selected by Secured Party to prepare and deliver to Secured Party a verification of the existence, condition or value of the Collateral.

All corporeal Collateral shall be insured by solvent insurance companies for full replacement value under policies acceptable to Secured Party, designating Secured Party as lender loss payee. Grantor shall not alienate or encumber the Collateral, except for sales of inventory, goods or services in the ordinary course of Grantor's business. Grantor shall not create or permit to exist any lien, claim or security interest on the Collateral except in favor of Secured Party. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's domicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from the locations disclosed on Schedule 1.

If Grantor or Borrower defaults in the timely payment or performance of any of the Obligations, or if any warranty or representation of Grantor or Borrower to Secured Party should be untrue at any time, then, at the option of Secured Party, the Obligations shall be immediately due and payable in full without notice or demand, and Secured Party (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisal or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under executory process, under writ of fieri facias issued in execution of an ordinary judgment obtained upon the Obligations, or under other legal procedure. For purposes of executory process, Grantor acknowledges the indebtedness owed under the Obligations, confesses judgment in favor of Secured Party for the full amount of the Obligations, and agrees to enforcement by executory process. Grantor waives (a) the benefit of appraisal provided in Art. 2723 of the Louisiana Code of Civil Procedure and (b) the demand and three (3) days delay provided by Articles 2639 and 2721, Louisiana Code of Civil Procedure. **Secured Party may, at its option, enforce any mortgage note pledged hereby and cause the mortgaged property to be seized and sold by executory or other process in accordance with law and the terms of the mortgage.** Grantor grants to Secured Party an irrevocable mandate and power of attorney (coupled with an interest) to exercise, after default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law.

Without releasing or affecting any of its rights, Secured Party may, one or more times, in its sole discretion, without notice to or the consent of Grantor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Grantor, Borrower or any other party; (b) release, exchange, modify, or surrender in whole or in part Secured Party's rights with respect to any collateral for the Obligations; (c) modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Grantor or Borrower; (e) change its manner of doing business with Grantor, Borrower or any other party; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations, and Grantor hereby expressly waives any defenses arising from any such actions. The obligations of Grantor hereunder shall be joint, several and solidary and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Security Agreement. This Security Agreement shall be governed by the internal laws of the State of Louisiana, provided that where Collateral is located in a jurisdiction other than Louisiana, remedies available to Secured Party hereunder and under the laws of such jurisdiction shall be available to Secured Party without regard to any restriction of Louisiana law. If any provision of this Security Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Security Agreement shall remain in full force and effect.


SECURED PARTY ACKNOWLEDGES THAT THE SECURITY INTEREST GRANTED HEREIN IS SUBJECT TO THE FOLLOWING:

1. PATENT SECURITY AGREEMENT BY AND BETWEEN AXONN, L.L.C. AND MIRANT FUND 2001, LLC, AS EVIDENCED BY UCC-1 FINANCING STATEMENT FILED IN ORLEANS PARISH, LOUISIANA, UNDER UCC ENTRY NO. 36-165461, ON MARCH 12, 2002, BUT ONLY INSOFAR AS THE COLLATERAL IDENTIFIED HEREIN AS "PATENTS - TABLE 1" IS CONCERNED AND NO FURTHER;
2. FINANCE AGREEMENT NO. AR822A BY AND BETWEEN AXONN CORPORATION AND AGILENT TECHNOLOGIES, AS EVIDENCED BY UCC-1 FINANCING STATEMENT FILED IN CADD0 PARISH, LOUISIANA, UNDER UCC ENTRY NO. 09-987713, ON MAY 10, 2000; AND

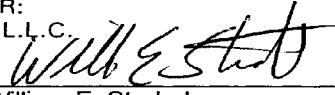
3. MASTER LEASE AGREEMENT 6668503 BY AND BETWEEN AXONN CORPORATION AND GENERAL ELECTRIC CAPITAL CORPORATION, AS EVIDENCED BY UCC-1 FINANCING STATEMENT FILED IN ORLEANS PARISH, LOUISIANA, UNDER UCC ENTRY NO. 36-141579, ON AUGUST 30, 1999.

Secured Party hereby accepts this Security Agreement.

WHITNEY NATIONAL BANK,  
SECURED PARTY

By:   
Sarah R. Brombacher  
Its: Banking Officer

GRANTOR:  
AXONN, L.L.C.

By:   
William E. Strobel  
Its: Chief Executive Officer and President

SCHEDULE 1

Grantor's legal status:	Limited Liability Company
State or jurisdiction of Grantor's organization:	Louisiana
Grantor's mailing address:	2021 Lakeshore Drive, Suite 500 New Orleans, Louisiana 70122
Grantor's location of chief executive office:	2021 Lakeshore Drive, Suite 500 New Orleans, Louisiana 70122
Location of Grantor's books and records:	2021 Lakeshore Drive, Suite 500 New Orleans, Louisiana 70122
Location of Grantor's inventory and equipment:	2021 Lakeshore Drive, Suites 407 and 500 New Orleans, Louisiana 70122  Key Tronic EMS Juarez Parque Industrial "Gema" CD. Juarez, Chih. Mexico 32500  ACT Manufacturing 1801 Fulton Drive Corinth, Mississippi 38834
Other names and legal forms used by Grantor to conduct business within last ten years:	Axon Axonn Corporation Itero Technologies Company, L.L.C. Raydiant Communications Company, L.L.C. Sanconix, Inc. Life Point Systems, Ltd.

**EXHIBIT A**

(Specifically described collateral)

**TRADEMARKS AND SERVICEMARKS**

- i. U.S.P.T.O. Service Mark Reg. No. 2,092,640 (Axonn logo)
- ii. U.S.P.T.O. Service Mark Reg. No. 2,449,667 ("Wireless Data Solutions That Work")
- iii. U.S.P.T.O. Trademark Application, Serial No. 76/348074 ("Virtual Conduit")
- iv. U.S.P.T.O. Trademark Application, Serial No. 76/347826 ("Cellular for Sensors")
- v. U.S.P.T.O. Trademark Application, Serial No. 76/347799 ("Axonn Advantage")
- vi. U.S.P.T.O. Trademark Application, Serial No. 76/376728 ("Industrial Wireless Data Solutions")
- vii. U.S.P.T.O. Trademark Application, Serial No. 76/376729 ("Industrial Wireless")
- viii. U.S.P.T.O. Trademark No. 2,375,959 ("Itero Technologies")

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	<b>Brief Description</b>
<b>Aloha Calculator</b>	RF network on-air capacity modeling tool
<b>Artist</b>	ASP protocol development tool
<b>Credit Card Demo Setup</b>	AXC550 demo mode setup tool
<b>Customizable Grapher</b>	AX630 data display tool
<b>Customizable Setup Tool</b>	Axonn universal RF module setup tool
<b>Repeater Setup</b>	AXR550 repeater setup tool
<b>Vega</b>	Universal RF Module tool
<b>WinDana</b>	RF history analysis tool
<b>WinTap</b>	RF module throughput testing tool

*(continued)*

**PATENTS - TABLE 1**

PATENT NO.	PATENT TITLE
4,977,577	Wireless Alarm System – Spread Spectrum Modulator (Parent)
5,067,136	Wireless Alarm System – ASK, Impulse Noise Reject, Spectral Enrichment (CIP of 4,977,577)
5,095,493	Wireless Alarm System – Two Step Algorithm Chip Code Synchronizer (Divisional of 4,977,577)
5,598,427	Wireless Alarm System – CIP of 5,598,427 (Divisional of 5,095,493)
5,987,058	Wireless Alarm System – CIP of 5,598,427 (Additional claims – Spread Spectrum Transmit & Receive System – Category I)
5,953,368	Wireless Alarm System (Additional claims – Utility Meter Specific – Category III)
5,119,396	Binary Phase Shift Keying Modulation System
5,265,120	Binary Phase Shift Keying Modulation System and/or Frequency Multiplier (CIP of 5,119,396)
Re.35,829	Binary Phase Shift Keying Modulation System and/or Frequency Multiplier (Re-issue of 5,265,120)
2,063,229	Binary Phase Shift Keying Modulation System and/or Frequency Multiplier (Canada – Covering 5,119,396 and 5,265,120)
5,408,217	Secure Fire/Security/Sensor Transmitter System

**PATENTS - TABLE 2**

4,799,062	Radio Positioning Determination Method And Apparatus
5,311,541	Frequency Agile Radio
5,377,222	Frequency Agile Radio (Divisional of 5,311,541)
5,668,828	Enhanced Frequency Agile Radio (CIP of 5,377,222)
6,031,883	Enhanced Frequency Agile Radio (CIP of 5,377,222)
6,335,953	Enhanced Frequency Agile Radio (CIP of 6,031,883)
702,155	Enhanced Frequency Agile Radio (Australia)
5,457,713	Spread Spectrum Alignment Repositioning Method ("RePo")
5,742,635	Enhanced Time Of Arrival Method
5,764,686	Enhanced Time Of Arrival Method (CIP of 5,742,635)
5,652,592	Radio Location With Enhanced Z-Axis Determination
6,111,911	Direct Sequence Frequency Ambiguity Resolving Receiver (Group I)
719,426	Direct Sequence Frequency Ambiguity Resolving Receiver (Australia)
5,920,589	Direct Sequence Spread Spectrum DSP System (CIP of 6,111,911)
715,051	Direct Sequence Spread Spectrum DSP System (Australia)
5,999,561	Direct Sequence Spread Spectrum Method, Computer-Based Product, Apparatus and System Tolerant to Frequency Reference Offset (Group I)
5,717,406	Enhanced Position Calculation (Group II)
718,991	Enhanced Position Calculation (Australia)
5,917,449	Enhanced Position Calculation (Group III)
6,084,547	Enhanced Position Calculation (Group I)
5,859,869	Low Cost Binary Phase Shift Keying Modulation Transmitter System



**EXHIBIT B**

(Specifically described fixtures)

All fixtures located on the property at 2021 Lakeshore Drive, Suites 407 and 500, New Orleans, Louisiana 70122, more fully described as follows:

A certain piece or portion of ground located in the University of New Orleans Research and Technology Park, Third Municipal District, Orleans Parish. Said piece or parcel of ground being designated a Parcel "A" on a map of survey by John J. Avery & Associates, Inc. dated August 4, 1995 and revised March 20, 1996, drawing #T96-068 and being more fully described as follows, to-wit:

Commencing at the U.S. Army Corps of Engineers Monument No. 32; thence N62°26'06"E a distance of 64.19 feet to a point; thence S33°43'54"E a distance of 25.00 feet to a point; thence along the back of the northerly curb of Lakeshore Drive S32°28'13"E a distance of 300.00 feet to a point of curvature of a curve to the left having a radius of 699.03 feet; thence along the arc of said curve in a southerly direction a distance of 287.77 to a point the Point of Beginning of the piece or parcel of ground herein after described; thence N28°48'26"W (actual) N28°44'07"E (title) a distance of 336.46 feet (actual) 336.48 feet (title) to a point which lies on the arc of a curve to the left having a radius of 358.00 feet; thence along the arc of said curve in a northeasterly direction a distance of 112.73 feet to a point; thence S56°02'47"E (actual) N56°09'04"E (title) a distance of 106.39 feet to a point; thence N56°08'02"E (actual) N56°01'45"E (title) a distance of 43.58 feet (actual) 45.72 feet (title) to point; thence N12°42'51"W (actual) N12°49'08"W (title) a distance of 110.11 feet to a point which lies on the arc of a curve to the left having a radius of 358.00 feet; thence along the arc of said curve in a northeasterly direction a distance of 136.21 feet to a point; thence N89°31'11"E (actual) N89°24'54"E (title) a distance of 162.75 feet to a point; thence S00°28'50"E a distance of 326.36 feet to a point of curvature of a curve to the right having a radius of 76.92 feet; thence along the arc of said curve in a southwesterly direction a distance of 113.28 feet to a point, the point of reverse curvature of a curve to the left having a radius of 76.92 feet; thence along the arc of said curve in a southerly direction a distance of 95.83 feet to the point of tangency; thence S12°31'00"W a distance of 113.55 feet to a point which lies along the arc of a curve to the right having a radius of 698.00 feet (actual) 699.03 feet (title); thence along the arc of said curve in a northwesterly direction a distance of 139.09 feet to a point, the Point of Beginning.

Said piece or parcel of ground contains 144,008 square feet or 3.306 acres.