

06-14-2002

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Form PTO-1594 (Rev. 03/01)
 OMB No. 0651-0027 (exp. 5/31/2002)
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**RECORDATION FORM COVER
TRADEMARKS OF**

102122277

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

1. Name of conveying party(ies):
Odetics, Inc. *b-3-02*

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

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

2. Name and address of receiving party(ies)
 Name: **Technology Lending Partners, LLC**
 Internal
 Address: _____
 Street Address: **424 Via Lido Nord**
 City: **Newport Beach** State: **CA** Zip: **92663**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **a California limited liability Company**

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: _____

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

A. Trademark Application No.(s) **75/520,997;
75/249,563; 75/025,360; 75/317,813;
75/527,346**

B. Trademark Registration No.(s) **1,817,102;
1,114,430; 1,053,871; 2,184,209**

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Christopher D. Ivey, Esq.**
 Internal Address: **Suite 1600**

 Street Address: **660 Newport Center Dr.**

Newport Beach City: _____ State: **CA** Zip: **92660**

6. Total number of applications and registrations involved: **19**

7. Total fee (37 CFR 3.41).....\$ **760.00**
 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.

[Signature]
 Name of Person Signing

[Signature]
 Signature

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

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

0000117871
 06/13/2002 TDIAZ1
 \$27.00
 5-402
 Date

CHECK Refund Total

06/13/2002 TDIAZ1 00000144 75520997

01 FC:481
 02 FC:482

40.00 OP
 450.00 OP

RECORDATION FORM COVER SHEET CONT.'D

TRADEMARKS ONLY

Conveying Party: Odetics, Inc.

Receiving Part: Technology Lending Partners, LLC

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

- B. Trademark Registration No.(s): 2,182,476
- 2,015,509
- 1,349,015
- 1,347,738
- 1,579,915
- 1,692,074
- 2,150,821
- 2,150,806
- 1,180,964
- 1,218,617



PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 22, 2002, by and between ODETICS, INC., a Delaware corporation (the "Grantor") and TECHNOLOGY LENDING PARTNERS, LLC, a California Limited Liability Company (the "Secured Party").

The Grantor and the Secured Party are parties to a Loan and Security Agreement dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Loan and Security Agreement"), pursuant to which Grantor has granted to the Secured Party a security interest in all of its assets and properties, including all of its Intellectual Property Collateral (as defined therein) as collateral security for all indebtedness and obligations of the Grantor to the Secured Party arising under the Loan and Security Agreement. As an inducement to the Secured Party to enter into the Loan and Security Agreement and to provide to the Grantor the financial accommodations thereunder and as further evidence of the security interests created in favor of the Secured Party pursuant to the Loan and Security Agreement, the Grantor has agreed to enter into this Agreement, to grant to the Secured Party the security interests hereinafter provided, and to record this Agreement with the PTO (as defined below).

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions: Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings.

"Collateral" has the meaning set forth in Section 2(a).

"Event of Default" means any defined Event of Default occurring under the Loan and Security Agreement or any of the other Loan Documents and any failure of the Grantor to perform any of its obligations under this Agreement.

"Patents" means all patents, patent applications and like protections, including without limitation all existing U.S. patents and patent applications of the Grantor which are described in Schedule A hereto, as the same may be amended or supplemented pursuant hereto from time to time, and together with and including all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Patent Collateral" means

(i) all Patents;

(ii) any and all claims for damages by way of past, present and future infringement of any Patents, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Patents;

(iii) all licenses or other rights to use any of the Patents and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(iv) all amendments, renewals and extensions of any Patents; and

(v) all proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” means all Obligations created under the Loan and Security Agreement, including all unpaid principal of the Note, all interest accrued thereon, all fees due under the Loan and Security Agreement and all other amounts payable by the Grantor to the Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined.

“Security Documents” has the meaning assigned to it in Section 2(c).

“Trademarks” means any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, including without limitation, any of the foregoing identified on Schedule B hereto (as the same may be amended, modified or supplemented from time to time), and the entire goodwill connected with and symbolized by such trademarks and service marks.

“Trademark Collateral” means:

(i) all Trademarks;

(ii) any and all claims for damages by way of past, present and future infringement of any Trademarks, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Trademarks;

(iii) all licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(iv) all amendments, renewals and extensions of any Trademarks; and

(v) all proceeds and products of the foregoing, including without limitations all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized terms not otherwise defined herein shall have the respective meanings assigned to them in the Loan and Security Agreement.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns, transfers, hypothecates and sets over to the

Secured Party, and hereby grants to the Secured Party a continuing security interest in, all of the Grantor's right, title and interest in, to and under all of the Patent Collateral and Trademark Collateral, wherever located and whether now existing or owned or hereafter acquired or arising (collectively, the "Collateral"). It is understood and agreed that the security interest hereunder is not intended to presently convey or assign Grantor's title in or to the Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until the Obligations have been indefeasibly paid and performed in full.

(c) Cumulative Obligations: No Impairment. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Loan and Security Agreement, which is incorporated herein by this reference, and all other agreements executed in connection therewith (collectively, the "Security Documents"). All of the terms and provisions of the Security Documents, including all of the covenants therein, are cumulative. Nothing included in or omitted from this Agreement or any of the other Security Documents is intended to impair, and shall not impair or adversely affect, any of the rights, interests or remedies of the Secured Party granted or purported to be granted pursuant to any of such Security Documents.

SECTION 3 Remedies. Upon the occurrence of any Event of Default, the Secured Party shall have, in addition to all other rights and remedies granted to it in this Agreement, the Loan and Security Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws.

SECTION 4 Modification of Agreement. The Grantor authorizes the Secured Party, upon notice of the Grantor, to modify this Agreement in the name of and on behalf of the Grantor, without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment to Schedule A or Schedule B to add any right, title, or interest in any Patents or Trademarks owned or subsequently acquired by the Grantor. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Secured Party from time to time to subject any such right, title or interest in any owned or subsequently acquired Patent or Trademark to the liens and perfection created or contemplated hereby.

SECTION 5 Notices. Any notice or request hereunder may be given to the Grantor or to the Secured Party at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section. Any notice or request hereunder shall be given by (a) hand delivery, (b) overnight courier, (c) registered or certified mail, return receipt requested, (d) telex or telegram, subsequently confirmed by registered or certified mail, or (e) telecopy to the number set out below (or such other number as may hereafter be specified in a notice designated as a notice of change of address) with electronic confirmation of its receipt. Any notice or other communication required or permitted pursuant to this Agreement shall be deemed given (a) when personally delivered to any officer of the party to whom it is addressed, (b) on the earlier of actual receipt thereof or

three (3) days following posting thereof by certified or registered mail, postage prepaid, or (c) upon actual receipt thereof when sent by a recognized overnight delivery service or (d) upon actual receipt thereof when sent by telecopier to the number set forth below with electronic confirmation of its receipt, in each case addressed to each party at its address set forth below or at such other address as has been furnished in writing by a party to the other by like notice:

(A) If to the Secured Party: Technology Lending Partners, L.L.C.
424 Via Lido Nord
Newport Beach, CA 92663
Attention: Joel Slutzky
Telecopier: (949) 673-5224

(B) If to Grantor: Odetics, Inc.
1515 S. Manchester Avenue
Anaheim, CA 92802
Attention: Chief Financial Officer
Telecopier: (714) 780-7857

SECTION 6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California except to the extent that the validity or perfection of the assignment and security interests hereunder in respect of any property are governed by U.S. federal law. Any judicial proceeding by the Grantor against the Secured Party involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of Orange, State of California.

SECTION 7 Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

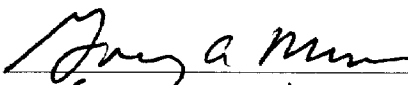
SECTION 8 Counterparts; Telecopied Signatures. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement in favor of the Secured Party as of the date first above written.

THE GRANTOR

ODETICS, INC.

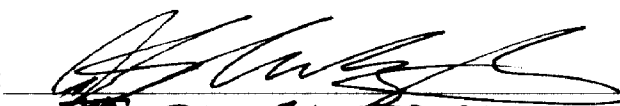
[NOTARIZE SIGNATURE]

By: 
Name GREGORY A. MINEN
Title CEO

THE SECURED PARTY

TECHNOLOGY LENDING PARTNERS, LLC

[NOTARIZE SIGNATURE]

By: 
Name JOEL SLOTZKY
Title Managing Partner

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

STATE OF California)
) ss:
COUNTY OF Orange)

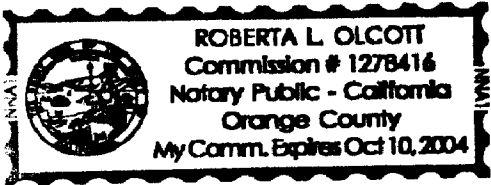
On May 31, 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Gregory A. Miner, the person who executed the within instrument on behalf of ODETICS, INC., a Delaware corporation, and acknowledged to me his authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Roberta L. Olcott
Notary Public

My Commission Expires:
October 10, 2004



STATE OF California)
) ss:
COUNTY OF Orange)

On May 31, 2002, before me, the undersigned, a notary public in and for said state and county, personally appeared Joel Slutzky, the person who executed the within instrument on behalf of TECHNOLOGY LENDING PARTNERS, LLC, a California Limited Liability Company, and acknowledged to me his authority to execute the within instrument on its behalf.

WITNESS MY HAND AND OFFICIAL SEAL.

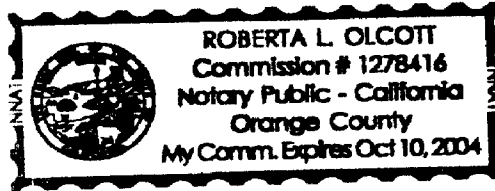
(NOTARIAL STAMP OR SEAL)

Roberta L. Olcott

Notary Public

My Commission Expires:

October 10, 2004



SCHEDULE A
to Patent and Trademark
Security Agreement
PATENTS

Patent No.(s):

5,418,732	4,839,959
4,913,328	4,808,064
4,846,619	4,779,151
4,654,727	4,722,494
4,326,115	4,683,509
5,351,044	4,663,678
5,357,436	4,658,319
5,404,306	4,594,772
5,528,698	4,582,235
5,280,981	4,527,650
5,108,140	4,511,011
5,286,973	4,503,924
5,408,628	4,502,556
5,418,732	D268,263
4,913,328	D260,092
4,846,619	4,179,597
4,654,727	4,165,636
4,326,115	4,092,686
5,351,044	4,090,242
5,357,436	4,056,833
5,404,306	D244,801
5,528,698	4,018,403
5,280,981	4,000,866
5,108,140	4,779,151
5,286,973	6,198,087
5,408,628	6,170,955
5,418,732	5,280,981
4,913,328	5,108,140
4,846,619	5,286,973
4,654,727	5,408,628
4,326,115	5,429,470
5,351,044	5,054,836
5,357,436	4,982,350
5,404,306	4,888,654
5,528,698	

SCHEDULE B
to Patent and Trademark
Security Agreement
TRADEMARKS AND SERVICEMARKS

Trademark Application Nos:

75/520,997
75/249,563
75/025,360
75/317,813
75/527,346

Trademark Registration Nos.:

1,817,102
1,114,430
1,053,871
2,184,209
2,182,476
2,015,509
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