

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

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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):  
Broadcast Electronics, Inc.

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation-State Rhode Island  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Legg Mason SBIC Mezzanine Fund, L.P  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 111 S. Calvert St., Suite 1800  
City: Baltimore State: MD Zip: 21202

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  
 Other \_\_\_\_\_

Execution Date: 1/22/04

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76/311,196  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2,566,716;  
1,401,982; 1,583,371; 1,611,115  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Vasilios Peros  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Venable LLP  
Two Hopkins Plaza, Suite 1800  
 City: Baltimore State: MD Zip: 21201

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....\$ 515.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
22-0261

DO NOT USE THIS SPACE

9. Signature.  
Vasilios Peros                                            3/17/04  
 Name of Person Signing                      Signature                      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. 20251

CH \$515.00 220261 76311196

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**Item 4B (Continued)**

Trademark Registration No.(s):

1,783,908; 1,896,823; 1,898,010; 2,167,395; 2,157,470; 2,171,155;  
2,288,817; 2,383,764; 2,398,989; 2,513,996; 2,564,479; 2,657,327;  
2,392,598; 2,732,506

## EXECUTION VERSION

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

**THIS GRANT OF SECURITY INTEREST IN TRADEMARKS** ("*Agreement*") is made as of January 22, 2004, by and between **BROADCAST ELECTRONICS, INC.**, a Rhode Island corporation (the "*Grantor*"), and **LEGG MASON SBIC MEZZANINE FUND, L.P.**, a Delaware limited partnership (the "*Secured Party*").

**WHEREAS**, Secured Party has agreed to loan Four Million Dollars (\$4,000,000) to Grantor, pursuant to that certain Note Purchase Agreement dated of even date herewith (as amended, modified or supplemented from time to time, the "*Note Purchase Agreement*"), between Grantor, Secured Party and certain other parties; and

**WHEREAS**, pursuant to terms of the Note Purchase Agreement, as a condition of advancing such loan, Secured Party requires that Grantor enter into this Agreement.

**NOW THEREFORE**, in consideration of the promises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

**1. Grant of Security Interest.** Grantor hereby grants to Secured Party a security interest in all of Grantor's now-existing or hereafter acquired right, title and interest in and to all unregistered and registered trademarks and trademark applications in the United States of America and all foreign countries thereto, including without limitation, the trademarks and trademark applications identified in Exhibit A herein, and all renewals, extensions and substitutions thereof (the "*Trademarks*"); any and all goodwill of Grantor's business symbolized by or associated with the Trademarks; and any and all proceeds thereof, including without limitation, any claims by Grantor against third parties for infringement of the Trademarks (collectively, the "*Collateral*").

**2. Obligations Secured/ Limitations.** This Agreement is made to Secured Party to secure the payment and performance of all obligations under the Note Purchase Agreement (the "*Obligations*"). Grantor does hereby further acknowledge that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereunder are more fully set forth in the Note Purchase Agreement, the terms and provisions of which (including defined terms) are incorporated herein by reference. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in the Note Purchase Agreement, the provisions contained in the Note Purchase Agreement shall govern and control, to the extent of such conflict or inconsistency. Notwithstanding anything in this Agreement or any other Financing Document to the contrary, Lender shall not take any action (including without limitation foreclosure, sale or assignment) with respect to its security interest in any Contract Asset or any other Collateral incorporating or subject to any Contract Asset, to the extent the same would violate the

terms of the Grantors' agreements giving rise to or governing the Contract Asset. As used herein, the term "Contract Assets" means, collectively, Equipment subject to lease, Grantors' interest therein or in any lease agreement, or a General Intangible (including without limitation a contract, permit, license, or franchise).

### 3. Miscellaneous.

(a) **Satisfaction.** Upon the satisfactory completion of all the terms and conditions of the Obligations and upon payment in full of all monies due thereunder, Secured Party will execute and deliver a termination statement regarding the security interest in the Collateral and a re-assignment of the Collateral, if applicable, to Grantor for filing by Grantor, and execute and deliver for filing by Grantor any other instrument or document as may be reasonably requested by Grantor to effect such termination and re-assignment, at Grantor's expense.

(b) **Severability; Captions.** In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement, which shall be deemed severable. The captions and paragraph headings shall not be considered part of this Agreement.

(c) **Parties; Changes.** This Agreement shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(d) **Choice of Law.** The validity, interpretation and effect of this Agreement shall be governed by the laws of the State of Maryland without regard to its rules for conflicts of law.

(e) **Counterparts.** This Agreement may be executed by the parties in one or more counterparts, each of which shall be binding against the signatory and all of which taken together shall constitute one instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this **Grant of Security Interest in Trademarks** as of the day and year first above written.

**GRANTOR:**

**BROADCAST ELECTRONICS, INC.**

By: Timothy M. Spencer  
Name: Timothy M. Spencer  
Title: Secretary/Treasurer

**SECURED PARTY:**

**LEGG MASON SBIC MEZZANINE FUND, L.P.**, a Delaware limited partnership

By: Legg Mason SBIC Mezzanine Fund Management LLC, its general partner

By: \_\_\_\_\_  
Name: Andrew L. John  
Its: Member

**IN WITNESS WHEREOF**, the parties hereto have executed this **Grant of Security Interest in Trademarks** as of the day and year first above written.

**GRANTOR:**

**BROADCAST ELECTRONICS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTY:**

**LEGG MASON SBIC MEZZANINE  
FUND, L.P.**, a Delaware limited partnership

By: Legg Mason SBIC Mezzanine Fund  
Management LLC, its general partner

By:  \_\_\_\_\_

Name: Andrew L. John

Its: Member

STATE OF Illinois )  
 )  
CITY/COUNTY OF Cook )

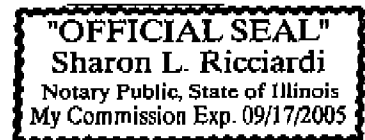
I HEREBY CERTIFY that on January 22, 2007<sup>4</sup>, before me, a Notary Public of the State of Illinois, personally appeared Timothy M. Spencer who acknowledged himself to be the Secretary/Treasurer of Broadcast Electronics, Inc. (the "Corporation") and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as such officer.

WITNESS my hand and Notarial Seal.

*Sharon L. Ricciardi*

Notary Public

My Commission Expires:



**EXHIBIT A****Trademarks****Current Trademarks**

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
Broadcast Electronics, Inc.	VAULTXPRESS	U.S.	2,566,716 ®	
	BE (and design)	U.S.	1,401,982 ®	
	TELFAX	U.S.	1,583,371 ®	
	CELLCAST	U.S.	1,611,115 ®	
	AUDIOVAULT	U.S.	1,783,908 ®	
	AUDIOVAULT 100	U.S.	1,896,823 ®	
	AV 100	U.S.	1,898,010 ®	
	MARTI	U.S.	2,167,395 ®	
	Powermizer (stylized)	U.S.	2,157,470 ®	
	SMARTI	U.S.	2,171,155 ®	
	LYNX	U.S.	2,288,817 ®	
	AIRBOSS	U.S.	2,383,764 ®	
	PREDATOR	U.S.	2,398,989 ®	
	BROADCAST ELECTRONICS	U.S.	2,513,996 ®	
	CallBoss	U.S.	2,564,479 ®	
	WebVAULT (stylized)	U.S.	2,678,570 ®	
	Plug-N-Play	U.S.	2,657,327 ®	
	TALK*PORT	U.S.	2,392,598 ®	
	Vault2	U.S.	2,732,506 ®	

All rights to "Cellcast" trademarks and service marks granted under the Asset Purchase Agreement among BEI, Cellcast, Inc. and Artran, Inc. dated December 16, 1996.

Pursuant to the Asset Purchase Agreement between Dolby Laboratories, Inc. ("Dolby") and BEI dated April 29, 1997, BEI obtained all rights under STL trademarks, methods, designs, drawings, bills of material, formulations, data bases, firmware, source codes, test procedures for board level and final test, P.C. board and mechanical layouts, technical training information, know-how, including the name "DSTL" and all copyrights and other intellectual property associated with the name "DSTL."



**Trademark Applications**

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
Broadcast Electronics, Inc.	SoniXtream (stylized and design)	U.S.	76/311,196 (A)	
	Motivus	U.S.	Application submitted	

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