TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	09/12/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMUNICATIONS TEST DESIGN, INC.		09/12/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1600 JOHN F. KENNEDY BLVD.
Internal Address:	4 PENN CENTER, SUITE 1100
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	BANK: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2212235	CTDI
Registration Number:	2470995	ON-LINE SUPPLY
Serial Number:	76641345	GRIDMAX

CH $90.00 2212235

CORRESPONDENCE DATA

Fax Number: (215)789-7697
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-864-7197
Email: vansciverj@whiteandwilliams.com
Correspondent Name: JOHN W. VAN SCIVER
Address Line 1: 1800 ONE LIBERTY PLACE
Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	JOHN W. VAN SCIVER

Signature:	/JOHN W. VAN SCIVER/
Date:	09/12/2005

Total Attachments: 13
source=BOA-ctdi IP assignment scan#page1.tif
source=BOA-ctdi IP assignment scan#page2.tif
source=BOA-ctdi IP assignment scan#page3.tif
source=BOA-ctdi IP assignment scan#page4.tif
source=BOA-ctdi IP assignment scan#page5.tif
source=BOA-ctdi IP assignment scan#page6.tif
source=BOA-ctdi IP assignment scan#page7.tif
source=BOA-ctdi IP assignment scan#page8.tif
source=BOA-ctdi IP assignment scan#page9.tif
source=BOA-ctdi IP assignment scan#page10.tif
source=BOA-ctdi IP assignment scan#page11.tif
source=BOA-ctdi IP assignment scan#page12.tif
source=BOA-ctdi IP assignment scan#page13.tif

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT

THIS PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT (this "**Agreement**") is executed this 12th day of September, 2005 by **COMMUNICATIONS TEST DESIGN, INC.**, a Pennsylvania corporation (the "**Assignor**"), in favor of **BANK OF AMERICA, N.A.**, as administrative and collateral agent (the "**Assignee**"), for the benefit of certain lenders (collectively, "**Lenders**" and individually, a "**Lender**").

BACKGROUND

Pursuant to that certain Credit Agreement dated of even date herewith by and between Assignee, Assignor and Lenders (such Credit Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Credit Agreement**"), Assignee and Lenders agreed to establish for Assignor a revolving credit facility in an aggregate maximum amount of up to Fifty Million Dollars ($50,000,000).

The Credit Agreement provides, inter alia, that Assignor will grant to Assignee for the benefit of Lenders, a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, service and trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Credit Agreement**. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement. All obligations of Assignor to Assignee and/or Lenders, whether now or hereafter owing or existing, including without limitation all obligations hereunder, under the Credit Agreement, the Loan Documents and the Notes, and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee, under this Agreement or under any other agreement, promissory note or undertaking now existing or hereafter entered into by Assignor with or to Assignee and/or Lenders, including any guaranty or surety obligations of Assignor owed to Assignee and/or Lenders, and the undertakings of Assignor to immediately pay to Assignee and/or Lenders the amount of any overdraft on any deposit account maintained with Assignee and/or Lenders are sometimes hereinafter referred to collectively as the "**Obligations**".

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby assigns, mortgages and pledges to Assignee for the benefit of Lenders and grants to Assignee for the benefit of Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.2**, below, the "**Collateral**"):

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on **Exhibit "C"** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(c) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "D"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing, Assignee agrees that the term "License" shall not

TRADEMARK
REEL: 003157 FRAME: 0456

include any license granted to Assignor pursuant to a license agreement when (i) the terms of the agreement provide that the license is non-assignable, or (ii) the licensor thereunder has not consented to the assignment of the license in favor of Assignee.

2.2 **Security Interest**. To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby mortgages and pledges to Assignee for the benefit of Lenders and grants to Assignee for the benefit of Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with items named in **section 2.1**, above, the "**Collateral**"):

(a) servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks, tradenames, registrations and applications listed on **Exhibit "B"**, attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, tradenames and applications together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Agreement or the Credit Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, copyrights, applications and licenses, now owned by Assignor. If, before all Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent, trademark or copyright application, trademark, trademark registration or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Article 2** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as

applicable, under **Article 2** above or under this **Section 4**. Assignor hereby agrees to provide to Assignee such assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Patents, Trademarks, Copyrights and Licenses as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been paid in full and the Credit Agreement is terminated.

6. **Assignee's Right to Inspect**. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional reasonable product quality controls as Assignee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination**. This Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Credit Agreement, Assignee shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor**. Assignor shall have the duty (i) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Credit Agreement is terminated, (ii) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the consent of the Assignee, which consent shall not be unreasonably withheld.

9. **Event of Default**. Upon the occurrence of an Event of Default, as defined in the Credit Agreement, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or

execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue**. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, Copyrights and/or Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 10**.

11. **Waivers**. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability**. The provisions of this Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification**. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Credit Agreement**. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Patent or Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of

the Patents, Trademarks, Copyrights or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 4**. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Credit Agreement shall have been terminated. Assignor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

15. **Binding Effect; Benefits**. This Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

16. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR:

COMMUNICATIONS TEST DESIGN, INC.

By: _____
Name/Title: GERALD J. PARSONS, PRESIDENT

ASSIGNEE:

BANK OF AMERICA, N.A., as Administrative and Collateral Agent

By: _____
Henry F. Bullitt, Senior Vice President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF :

On this 12th day of September, 2005, before me, a Notary Public, personally appeared Gerald J. Parsons, who acknowledged himself/herself to be a duly acting President of Communications Test Design, Inc. and that he/she as such Officer, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his/her name as such Officer on behalf of the Assignor.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JAMIE L. ADAMS, Notary Public
West Chester Boro., Chester County
My Commission Expires January 17, 2009

DOCS_PH 1772422v4

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF :

On this 12th day of September, 2005, before me, a Notary Public, personally appeared Henry F. Bullitt, who acknowledged himself to be a duly acting Senior Vice President of Bank of America, N.A. and that he as such Senior Vice President, being duly authorized to do so, executed the foregoing Patents, Trademarks, Copyrights and Licenses Security Agreement for the purposes therein contained by signing his name as such Senior Vice President on behalf of Assignee.

Jamie L. Adams

Notary Public: Jamie L. Adams
My Commission Expires: January 17, 2009

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JAMIE L. ADAMS, Notary Public
West Chester Boro., Chester County
My Commission Expires January 17, 2009

DOCS_PH 1772422v4

EXHIBIT "A"

TO

PATENTS, TRADEMARKS, COPYRIGHTS

AND LICENSES SECURITY AGREEMENT

Patents

	U.S. Patent Number	Description
1.	5661463	D.C. Battery Plant Alarm Monitoring Remote Apparatus
2.	5379229	Automated Storage and Retrieval System
3.	5029290	Emergency Alert System
4.	5005197	Method and Apparatus as for Testing a Telephone Line Interface Card
5.	4741017	Apparatus and Method for Identifying and Analyzing Telephone Channel Units, Commands and Responses
6.	4692939	Switch Testing
7.	4670897	Circuit Testing of Telephone Grids or the Like
8.	4540857	Circuit Testing of Telephone Grids or the Like

EXHIBIT "B"

TO

PATENTS, TRADEMARKS, COPYRIGHTS

AND LICENSES SECURITY AGREEMENT

Trademarks

	MARK	REG. NO.	REG. DT.	EXP. DT.
1.	CTDI	2,212,235	12/22/1998	12/22/2008
2.	On-Line Supply	2,470,995	07/24/2001	07/24/2011
3.	GridMax	Pending	Pending	Pending

EXHIBIT "C"

TO

PATENTS, TRADEMARKS, COPYRIGHTS

AND LICENSES SECURITY AGREEMENT

Copyrights

NONE.

EXHIBIT "D"

TO

PATENTS, TRADEMARKS, COPYRIGHTS

AND LICENSES SECURITY AGREEMENT

Licenses

NONE.

DOCS_PH 1772422v4