

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Collateral Lien

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Texas Products, L.P.		12/17/2003	LIMITED PARTNERSHIP: DELAWARE
JNL Trading Company, L.P.		12/17/2003	LIMITED PARTNERSHIP: DELAWARE
First Texas Holdings Corporation		12/17/2003	CORPORATION: DELAWARE
First Texas Products Corporation		12/17/2003	CORPORATION: TEXAS
JNL Trading Company, Inc.		12/17/2003	CORPORATION: NEW YORK
FTP Holdings I, Inc.		12/17/2003	CORPORATION: DELAWARE
FTP Holdings II, Inc.		12/17/2003	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2281544	BOUNTY HUNTER
Registration Number:	2287771	
Registration Number:	2871313	DISCOVERY
Registration Number:	1698890	GROUNDTRAC
Registration Number:	2803323	GUARDIAN
Registration Number:	2706422	LAND RANGER
Registration Number:	2588504	LAND STAR

TRADEMARK

REEL: 003214 FRAME: 0083

900038284

OP \$365.00 2281544

Serial Number:	76334850	PIONEER
Registration Number:	2690254	QUICK DRAW
Registration Number:	2585374	SHARP SHOOTER
Registration Number:	2126995	SMART TRAC
Registration Number:	2292558	TEKNETICS
Registration Number:	2085749	TIME RANGER
Registration Number:	2074956	TRACKER

#### CORRESPONDENCE DATA

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500  
 Email: estafford@pattonboggs.com  
 Correspondent Name: Darren W. Collins  
 Address Line 1: 2001 Ross Avenue  
 Address Line 2: Suite 3000; Patton Boggs, LLP  
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0100
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	12/20/2005

Total Attachments: 17  
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**ACKNOWLEDGEMENT OF  
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgement of Intellectual Property Collateral Lien (this "**Acknowledgement**") is dated as of December 17, 2003, by each of **FIRST TEXAS PRODUCTS, L.P.**, a Delaware limited partnership and **JNL TRADING COMPANY, L.P.**, a Delaware limited partnership (individually and collectively, "**Borrower**"), and **FIRST TEXAS HOLDINGS CORPORATION**, a Delaware corporation, **FIRST TEXAS PRODUCTS CORPORATION**, a Texas corporation, **JNL TRADING COMPANY, INC.**, a New York corporation, **FTP HOLDINGS I, INC.**, a Delaware corporation, and **FTP HOLDINGS II, INC.**, a Delaware corporation (together with Borrower, each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of CapitalSource Finance LLC, a Delaware limited liability company, as collateral agent for the Purchasers under the Note Purchase Agreement (in such capacity, "**Secured Party**").

**RECITALS**

WHEREAS, pursuant to that certain Senior Subordinated Note Purchase Agreement dated as of the date hereof among Grantors, Secured Party and the other Purchasers (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Note Purchase Agreement**"), Borrower has agreed to sell to Purchasers, and Purchasers have agreed to purchase from Borrower, senior subordinated notes of Borrower (the "**Notes**"), all in accordance with and subject to the terms and conditions set forth in the Note Purchase Agreement, which Notes have been executed and delivered by each Borrower and dated as of even date herewith; and

WHEREAS, the Grantors granted to Secured Party, for the benefit of the Purchasers, certain liens on the Collateral to secure their Obligations under the Note Purchase Agreement; and

WHEREAS, pursuant to the terms of the Note Purchase Agreement the Grantors are required to execute and deliver this Acknowledgement in favor of Secured Party, for the benefit of the Purchasers;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and purchase the Notes from Borrower thereunder, each Grantor hereby agrees with Secured Party as follows:

**AGREEMENT**

**Section 1. Defined Terms.** Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Note Purchase Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced,

from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

**Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for the benefit of the Purchasers, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for the benefit of the Purchasers, and grants to Secured Party, for the benefit of the Purchasers, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (herein referred to as "Intellectual Property Collateral"):

(a) all of its owned Trademarks and Trademark licenses to which it is a party, including those referred to on Schedule I hereto;

all renewals, reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;

all proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license;

(b) all of its Copyrights and Copyright licenses to which it is a party, including those referred to on Schedule II hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright license; and

(c) all of its Patents and Patent licenses to which it is a party, including those referred to on Schedule III hereto;

all renewals, reissues, continuations or extensions of the foregoing; and

all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent license.

**Section 3. Acknowledgement.** The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for the benefit of the Purchasers, pursuant to the Note Purchase Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Purchasers with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in

the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Note Purchase Agreement, the terms and conditions of the Note Purchase Agreement shall govern.

**Section 4. Subordination Agreements.** Notwithstanding anything to the contrary herein, this Acknowledgement shall in all respects be subject to the terms, provisions and agreements set forth in (i) the Subordination and Intercreditor Agreement, dated as of the date hereof, by and among the Grantors, the Subordinated Creditors named therein and the "Agent" under the Senior Loan Agreement, (ii) the Intercreditor Agreement [Senior Subordinated Creditors], dated as of the date hereof, by and among the Purchasers, and (iii) any other agreements between the "Agent" under the Senior Loan Agreement, and holders of Subordinated Debt (as defined in the Senior Loan Agreement), and/or the holders Junior PIK Notes (as defined in the Senior Loan Agreement) relating to Subordinated Debt and/or Junior PIK Notes, respectively, in each case as the same may be modified, amended, restated and/or supplemented from time to time.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FIRST TEXAS HOLDINGS CORPORATION**

By: *Daniel Duarte*  
Name: DANIEL DUARTE  
Title: SECRETARY

**FIRST TEXAS PRODUCTS CORPORATION**

By: *Daniel Duarte*  
Name: DANIEL DUARTE  
Title: SECRETARY

**JNL TRADING COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRST TEXAS PRODUCTS, L.P.**

By: First Texas Products Corporation, its general partner

By: *Daniel Duarte*  
Name: DANIEL DUARTE  
Title: SECRETARY

**JNL TRADING COMPANY, L.P.**

By: FTP Holdings II Inc, its General Partner

By: *Daniel Duarte*  
Name: DANIEL DUARTE  
Title: SECRETARY

IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.


**FIRST TEXAS HOLDINGS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRST TEXAS PRODUCTS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JNL TRADING COMPANY, INC.**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIRST TEXAS PRODUCTS, L.P.**

By: First Texas Products Corporation, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JNL TRADING COMPANY, L.P.**

By: FTP Holdings II Inc., its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FTP HOLDINGS I, INC.**

By: 

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

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

**FTP HOLDINGS II, INC.**

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

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

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



**FTP HOLDINGS I, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

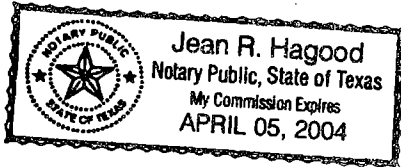
**FTP HOLDINGS II, INC.**

By: *Daniel Duarte*  
Name: DANIEL DUARTE  
Title: SECRETARY

ACKNOWLEDGEMENT OF GRANTORS

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TRAVIS )

On this 16th day of December, 2003 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FIRST TEXAS HOLDINGS CORPORATION**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

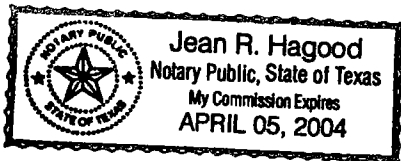


Jean R. Hagood  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TRAVIS )

On this 16th day of December, 2003 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FIRST TEXAS PRODUCTS CORPORATION**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Jean R. Hagood  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

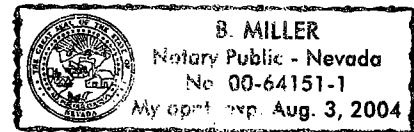
STATE OF Nevada                     )  
  )  
COUNTY OF Clark                    ) ss.

On this 17<sup>th</sup> day of December, 2003 before me personally appeared Monte L. Miller, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of JNL TRADING COMPANY, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

B. Miller  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF                                )  
  )  
COUNTY OF                            ) ss.



On this \_\_\_\_ day of December, 2003 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of FIRST TEXAS PRODUCTS, L.P., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

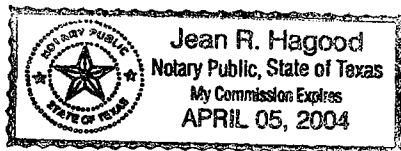
On this \_\_\_\_ day of December, 2003 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **JNL TRADING COMPANY, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TRAVIS )

On this 16th day of December, 2003 before me personally appeared Daniel Duarte, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FIRST TEXAS PRODUCTS, L.P.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

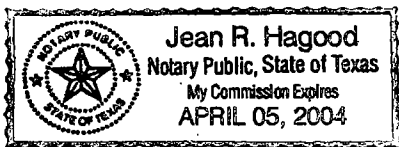


Jean R. Hagood  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TRAVIS )

On this 16th day of December, 2003 before me personally appeared Daniel Duarte, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of JNL TRADING COMPANY, L.P., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Jean R. Hagood  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of December, 2003 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of FTP HOLDINGS I, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of December, 2003 before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of JNL TRADING COMPANY, L.P., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

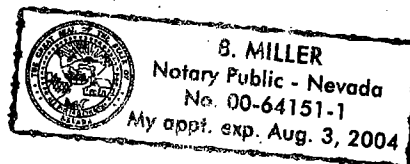
\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT OF GRANTORS

STATE OF Nevada )  
 ) ss.  
COUNTY OF Clark )

On this 17th day of December, 2003 before me personally appeared Monte L. Miller, proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of FTP HOLDINGS I, INC., who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.

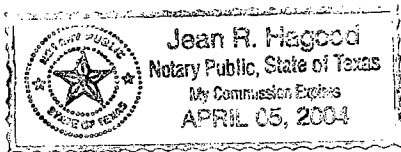
*B. Miller*  
\_\_\_\_\_  
Notary Public



ACKNOWLEDGEMENT OF GRANTORS

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TRAVIS )

On this 16th day of December, 2003 before me personally appeared Daniel Duarte proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument on behalf of **FTP HOLDINGS II, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of each said corporation, that the said instrument was signed on behalf of each said corporation as authorized by its respective Board of Directors and that he acknowledged said instrument to be the free act and deed of each said corporation.



Jean R. Hagood  
Notary Public

SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS  
Including Mark Reg. No. and Date

The following table lists registered trademarks used by First Texas Products:

**FIRST TEXAS PRODUCTS, L.P.**

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
<b>AUTO TRAC</b>						
UNITED STATES	T13293	7/5/1991	74/182,389			ABANDONED
<b>BOUNTY HUNTER (WORDS)</b>						
EUROPEAN	T27254EU0					PROPOSED
UNITED STATES	T27254US1	8/25/1998	75/542,662	9/28/1999	2,281,544	REGISTERED
<b>BOUNTY HUNTER DESIGN</b>						
UNITED STATES	T27254US0	8/25/1998	75/542,129	10/19/1999	2,287,771	REGISTERED
<b>DISCOVERY</b>						
UNITED STATES	T33420US0					PROPOSED
<b>DUAL TRAC</b>						
UNITED STATES	T13292	7/5/1991	74/182,581	7/7/1992	1,698,891	ABANDONED
<b>GROUNDTRAC</b>						
UNITED STATES	T13291	7/5/1991	74/182,580	7/7/1992	1,698,890	REGISTERED
<b>GUARDIAN</b>						
UNITED STATES	T33328US0	6/4/2002	76/417,882			PENDING
<b>LAND RANGER</b>						
UNITED STATES	T31591US0	11/20/2001	76/340,045	4/15/2003	2,706,422	REGISTERED
<b>LAND STAR</b>						
UNITED STATES	T31592US0	11/7/2001	76/334,949	7/2/2002	2,588,504	REGISTERED
<b>PIONEER</b>						
UNITED STATES	T31424US0	11/7/2001	76/334,850			PENDING
<b>QUICK DRAW</b>						
UNITED STATES	T31590US0	11/7/2001	76/335,067	2/25/2003	2,690,254	REGISTERED
<b>SENTRON</b>						



UNITED STATES	T27254US3	10/28/1996	75/193,119	11/11/1997	2,112,232	ABANDONED
<b>SHARP SHOOTER</b>						
UNITED STATES	T31593US0	11/7/2001	76/334,948	6/25/2002	2,585,374	REGISTERED
<b>SMART TRAC</b>						
UNITED STATES	T27254US4	10/28/1996	75/193,118	1/6/1998	2,126,995	REGISTERED
<b>TEKNETICS &amp; DESIGN</b>						
UNITED STATES	T27254US2	8/25/1998	75/542,130	11/16/1999	2,292,558	REGISTERED
<b>TIME MACHINE</b>						
UNITED STATES	T27254US8	2/13/1995	74/634,457	12/26/1995	1,944,268	ABANDONED
<b>TIME RANGER</b>						
UNITED STATES	T27254US6	7/3/1996	75/129,688	8/5/1997	2,085,749	REGISTERED
<b>TIME TRAVELER</b>						
UNITED STATES	T27254US5	10/28/1996	75/193,113	11/18/1997	2,114,044	ABANDONED
<b>TRACKER</b>						
UNITED STATES	T27254US7	7/25/1995	74/705,955	7/1/1997	2,074,956	REGISTERED
<b>TREASURE TRACKER</b>						
UNITED STATES	T08053	10/31/1977	73/146,719	9/2/1980	1,139,177	ABANDONED
<b>WELLS FARGO</b>						
UNITED STATES	T07209				496,090	ABANDONED

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

SCHEDULE II  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

Copyright for Circuit diagram S2000 v1 (Txu - 1 - 061 - 226), Registered August 7, 2002,  
First Texas Products, L.P.

B. COPYRIGHT APPLICATIONS

None

C. COPYRIGHT LICENSES

None

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
PATENT REGISTRATIONS

A. REGISTERED PATENT

Patent No. 4,470,015 covering the low end detector line

Patent No. 4,677,384 – covering the Company's system of doing Target Identification, both visual and 3-Tone Audio with exceptional depth performance

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

None