

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Bank of Massachusetts, N.A.		08/18/1997	National Association:
RECEIVING PARTY DATA			
Name:	Broadcast Electronics, Inc.		
Street Address:	4100 N. 24th Street		
City:	Quincy		
State/Country:	ILLINOIS		
Postal Code:	62305		
Entity Type:	CORPORATION: RHODE ISLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0704645	SPOTMASTER	
Registration Number:	1401982	BE	
Serial Number:	74265141	CORE COMPUTER ORIENTED RADIO ENVIRONMENT	
Serial Number:	74265142	AUDIOVAULT	
CORRESPONDENCE DATA			
Fax Number:	(312)258-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	30977-0034		
NAME OF SUBMITTER:	Chris L. Bollinger		

CH \$115.00 0704645

Signature:	/Chris L. Bollinger/
Date:	01/30/2006
Total Attachments: 4 source=1-30 - Fleet Bank Release#page1.tif source=1-30 - Fleet Bank Release#page2.tif source=1-30 - Fleet Bank Release#page3.tif source=1-30 - Fleet Bank Release#page4.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL ("Release") made as of the 18 day of August, 1997, by Fleet Bank of Massachusetts, N.A. ("Fleet Bank") and Broadcast Electronics, Inc., a Rhode Island corporation ("Broadcast Electronics.")

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated July 30, 1993 (the "1993 Credit Agreement") between Broadcast Electronics (the "Borrower"), and Fleet Bank (the "Lender"), (as amended, modified or supplemented), and as further amended by that certain Amended and Restated Credit Agreement dated September 26, 1994 (the "1994 Credit Agreement"), between Broadcast Electronics and Fleet Bank, (the 1993 Credit Agreement and the 1994 Credit Agreement collectively referred to hereinafter as the "Credit Agreements"), and the Collateral Assignment of Trademarks, dated July 30, 1993, between Broadcast Electronics, as assignor, and the Lender, as assignee (the "Trademark Security Agreement"), Broadcast Electronics granted, pledged and assigned to the Lender a lien on and a security interest in all Borrower's right, title and interest in and to the "Trademarks" (as defined in the Trademark Security Agreement).

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office, at Reel 1015, Frame 0231 on August __, 1993;

WHEREAS, Broadcast Electronics has received from the Lender a full release of the Credit Agreements and all liens and security interests granted, pledged and assigned by Broadcast Electronics to the Lender including without limitation the Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lender has released and terminated and does hereby release and terminate all liens and security interests in the below described properties of Broadcast Electronics which were assigned, pledged and granted to the Lender under and pursuant to the Trademark Security Agreement including (i) all of the Borrower's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all proceeds (as such term is defined in the Security Agreement among Borrower, and the Lender, dated as of July

30, 1993 (as amended from time to time, the "Security Agreement") and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks of unfair competition regarding the same.

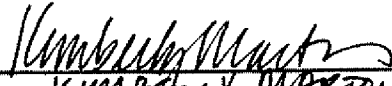
2. The parties hereto, Broadcast Electronics and the Lender, agree to cancel and terminate and do hereby cancel and terminate all rights of the Lender and obligations of Broadcast Electronics created solely under the Trademark Security Agreement.

3. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

FLEET BANK OF MASSACHUSETTS, N.A.,
as Lender

By: 
Name: KIMBERLY MARTONE
Title: VICE PRESIDENT

BROADCAST ELECTRONICS, INC., a Rhode
Island corporation

By: _____
Name: _____
Title: _____

SCHEDULE A

Registered in the U.S. Patent and Trademark Office

<u>Trademark</u>	<u>Regist. No.</u>	<u>Expiration Date</u>
"Spotmaster"	704643	09/20/00
"SE"	1401982	07/22/06

Registered Outside the United States

<u>Trademark</u>	<u>Regist. No.</u>	<u>Expiration Date</u>
"Spotmaster" (Australia)	A261896	09/14/93
"Spotmaster" (United Kingdom)	1,004,107	01/01/94
"Spotmaster" (Canadian)	124665	12/15/90

Registration Pending in the U.S. Patent and Trademark Office

<u>Trademark</u>	<u>Serial No.</u>
Core Computer Oriented Radio Environment	74-265,141
AUDIOVAULT	74-265,142