

02-27-2006

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

2/23/06^R



103136663

To the Director of the U. S. Patent and Trademark Office, 103136663 Documents or the new address(es) below.

1. Name of conveying party(ies):

Broadcast Electronics, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Rhode Island
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 14, 2006

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal Address: _____

Address: _____

Street Address: 201 Merritt 7, 6th Floor

City: Norwalk

State: Connecticut

Country: USA Zip: 06856

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Holli Kubicki

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2638

Fax Number: 312-993-9870

Email Address: holli.kubicki@lw.com

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 490.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Expiration Date 02/27/2006 LNUELLER 00000000 76606361

b. Deposit Account Number _____

Authorized User Name _____

01 FC:8521 48.00
02 FC:8522 450.00
03 FC:8523 120.00

9. Signature:

Holli Kubicki

Signature

2/22/2006

Date

Holli Kubicki
Name of Person Signing

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

9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
AIRBOSS	2,383,764	09/05/00
AUDIOVAULT	1,783,908	07/27/93
BE & Design	1,401,982	07/22/86
BROADCAST	2,513,996	12/04/01
ELECTRONICS		
CALLBOSS	2,564,479	04/23/02
CELLCAST	1,611,115	08/28/90
LYNX	2,288,817	10/26/99
MARTI	2,167,395	06/23/98
PLUG N PLAY	2,657,327	12/03/02
PREDATOR	2,398,989	10/31/00
SONIXTREAM & Design	2811,222	02/03/04
TELFAX	1,583,371	02/20/90
ULTRA	1,388,618	04/08/86
VAULT2 (stylized)	2,732,506	07/01/03
VAULTXPRESS & Design	2,566,716	05/07/02
WEBVAULT (stylized)	2,678,570	01/23/03
XPi 10	3,031,273	12/20/05

U.S. TRADEMARK APPLICATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
Broadcast Electronics, Inc.	BIG PIPE	76/606,361	08/09/04

FOREIGN TRADEMARK APPLICATIONS

NONE

TRADEMARK SECURITY AGREEMENT

WHEREAS, Broadcast Electronics, Inc., a Rhode Island corporation (“Grantor”), owns certain Trademarks, including, without limitation, the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of February 14, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with General Electric Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Borrower and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks as defined in the Security Agreement, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

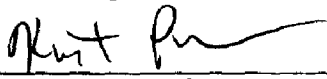
- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1**, or (b) injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to

the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent any provisions of this Trademark Security Agreement and the Security Agreement or Credit Agreement conflict, the provisions of the Security Agreement or Credit Agreement will govern.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 14th day of February, 2006.

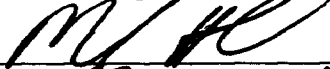
BROADCAST ELECTRONICS, INC.,
a Rhode Island corporation

By: 
Name: Keith R. Palumbo
Title: Vice President

[Signature Page to Trademark Security Agreement]

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 

Name: Mark Hudson

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003255 FRAME: 0208

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XPi 10	3,031,273	12/20/05

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>DATE</u>
BROADCAST ELECTRONICS	Australia	835087	05/12/00

U.S. TRADEMARK APPLICATIONS

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NO.</u>	<u>APPLICATION DATE</u>
Broadcast Electronics, Inc.	BIG PIPE	76/606,361	08/09/04

FOREIGN TRADEMARK APPLICATIONS

NONE

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