

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Spectrum Management, L.L.C.		02/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Guaranty Bank
Street Address:	8333 Douglas Avenue
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	Federal Savings Bank: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3044401	SPECTRUM SITE MANAGER
Registration Number:	2945948	SPECTRUM VIDEO SYSTEMS
Serial Number:	78313296	SPECTRUM VIDEO TRAC
Serial Number:	76605722	ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY
Registration Number:	3052477	ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY
Registration Number:	3012701	ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY
Registration Number:	3010278	ETS ELECTRONIC TRACKING SYSTEMS A SPECTRUM MANAGEMENT COMPANY
Registration Number:	2792260	S3 SPECTRUM SECURITY SERVICES INTERNATIONAL A SPECTRUM MANAGEMENT COMPANY
Registration Number:	2865444	S3 SPECTRUM SECURITY SERVICES INTERNATIONAL A SPECTRUM MANAGEMENT COMPANY
		S 3 SPECTRUM SECURITY SERVICES INTERNATIONAL A

CH \$365.00 3044401

Registration Number:	2765195	SPECTRUM MANAGEMENT COMPANY
Registration Number:	2765194	SM SPECTRUM MANAGEMENT
Registration Number:	2765193	SM SPECTRUM MANAGEMENT
Registration Number:	2759882	SM SPECTRUM MANAGEMENT
Registration Number:	2800661	SPECTRUM MANAGEMENT

CORRESPONDENCE DATA

Fax Number: (214)745-5390
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 512-370-2870
Email: docket@winstead.com
Correspondent Name: Winstead Sechrest & Minick P.C.
Address Line 1: P.O. Box 50784
Address Line 2: Ross Spencer Garsson
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	471-6088-537
NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	04/03/2006

Total Attachments: 36

source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page1.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page2.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page3.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page4.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page5.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page6.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page7.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page8.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page9.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page10.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page11.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page12.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page13.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page14.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page15.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page16.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page17.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page18.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page19.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page20.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page21.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page22.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page23.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page24.tif

source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page25.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page26.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page27.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page28.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page29.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page30.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page31.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page32.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page33.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page34.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page35.tif
source=6088-537 Security Agreement - Guaranty Bank + Spectrum#page36.tif

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is entered into as of February 28, 2006 by and among each of the signatories party hereto (including any permitted successors and assigns, each a "Debtor" and collectively, the "Debtors"), and Guaranty Bank, a federal savings bank (the "Lender") on behalf of itself and its Affiliates (the "Secured Party").

PRELIMINARY STATEMENT

Spectrum Management L.L.C., a Delaware limited liability company (the "Borrower"), and the Lender are entering into a Loan Agreement dated as of February 28, 2006 (as it may be amended, restated or modified from time to time, the "Loan Agreement"). The Debtors are entering into this Agreement in order to, among other things, induce the Lender to enter into and extend credit to the Borrower under the Loan Agreement.

ACCORDINGLY, each Debtor and the Secured Party hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Terms Defined in Loan Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement.

1.2 Terms Defined in Texas Uniform Commercial Code. Terms defined in the Texas Uniform Commercial Code which are not otherwise defined in this Agreement are used herein as defined in the Texas Uniform Commercial Code as in effect on the date hereof.

1.3 Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" mean any "account," as such term is defined in Section 9.102(a)(2) of the UCC, now owned or hereafter acquired by any Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all rights of such Debtor to payment for goods sold or leased or services rendered or the license of Intellectual Property, whether or not earned by performance, (b) all accounts receivable (including Health Care Insurance Receivables) of such Debtor, (c) all rights of such Debtor to receive any payment of money or other form of consideration, (d) all security pledged, assigned, or granted to or held by such Debtor to secure any of the foregoing, (e) all guaranties of, or indemnifications with respect to, any of the foregoing, and (f) all rights of such Debtor as unpaid sellers of goods or services, including, but not limited to, all rights of stoppage in transit, replevin, reclamation, and resale.

"Account Debtor" means any Person who is or who may become obligated to any Debtor under, with respect to, or on account of an Account.

"Article" means a numbered article of this Agreement, unless another document is specifically referenced.

"Chattel Paper" means any "chattel paper", as such term is defined in Section 9.102(a)(11) of the UCC, now owned or hereafter acquired by any Debtor and, in any event, shall include, without limitation, all Electronic Chattel Paper, Tangible Chattel Paper and all records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, or a lease of specific goods, now owned or hereafter acquired by such Debtor.

"Collateral" means all Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Financial Assets, Letter of Credit Rights, Commercial Tort Claims, Fixtures, Investment Property, Instruments, Inventory, Pledged Securities, Health Care Insurance Receivables, Intellectual Property, Deposit Accounts, including all funds, certificates, checks, drafts, wire transfer receipts, and other earnings, profits, or other Proceeds from time to time representing, evidencing, deposited into, or held in Deposit Accounts, Stock Rights and Other Collateral, wherever located, in which any Debtor now has or hereafter acquires any right or interest, and the Proceeds, insurance Proceeds and products thereof, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto.

"Commercial Tort Claims" means any "commercial tort claim", as such term is defined in Section 9.102(a)(13) of the UCC, now owned or hereafter acquired by any Debtor and in any event, shall include, without limitation, any claim now owned or hereafter acquired by such Debtor, arising in tort with respect to which: (a) the claimant is an organization; or (b) the claimant is an individual and the claim (i) arose in the course of the claimant's business or profession and (ii) does not include damages arising out of personal injury to or the death of an individual.

"Control" shall have the meaning set forth in Section 9.314 of the UCC.

"Deposit Accounts" means any "deposit account", as such term is defined in Section 9.102(a)(29) of the UCC, now owned or hereafter acquired by any Debtor and in any event, shall include, without limitation, any and all deposit accounts or other bank accounts now owned or hereafter acquired or opened by such Debtor, and any account which is a replacement or substitute for any of such accounts, including, without limitation, those deposit accounts identified on Schedule 1.

"Dispute" means any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement and each other document, contract and instrument required hereby or now or hereafter delivered to the Lender in connection herewith, or any past, present or future extensions of credit and other activities, transactions or obligations of any kind related directly or indirectly to any of the foregoing documents, including without limitation, any of the foregoing arising in connection with the exercise of any self-help, ancillary or other remedies pursuant to any of the foregoing documents.

"Documents" means any "document", as such term is defined in Section 9.102(a)(30) of the UCC, now owned or hereafter acquired by any Debtor, including without limitation all bills of lading, dock warrants, dock receipts, warehouse receipts and orders for the delivery of goods, and also any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers.

"Electronic Chattel Paper" means any "electronic chattel paper", as such term is defined in Section 9.102(a)(31) of the UCC, now owned or hereafter acquired by any Debtor.

"Equipment" means any "equipment", as such term is defined in Section 9.102(a)(33) of the UCC, now owned or hereafter acquired by any Debtor and, in any event, shall include, without limitation, all machinery, equipment, furnishings, Fixtures and vehicles now owned or hereafter acquired by such Debtor and any and all additions, substitutions, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed thereon or affixed thereto.

"Financial Assets" means any "financial asset", as such term is defined in Section 8.102(a)(9) of the UCC, now owned or hereafter acquired by any Debtor.

"Fixtures" means all goods which become so related to particular real estate that an interest in such goods arises under any real estate law applicable thereto, including, without limitation, all trade fixtures.

"General Intangibles" means any "general intangibles", as such term is defined in Section 9.102(a)(42) of the UCC, now owned or hereafter acquired by any Debtor and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all of such Debtor's trade secrets, Intellectual Property, registrations, renewal rights, goodwill franchises, licenses, permits, proprietary information, customer lists, designs, and inventions, (b) all of such Debtor's books, records, data, plans, manuals, computer software, and computer programs, (c) all of such Debtor's contract rights, partnership interests, joint venture interests, securities, Deposit Accounts, investment accounts, certificates of deposit, and Investment Property, (d) all rights of such Debtor to payment under letters of credit and similar agreements, (e) all tax refunds and tax refund claims of such Debtor, (f) all choses in action and causes of action of such Debtor (whether arising in contract, tort, or otherwise and whether or not currently in litigation) and all judgments in favor of such Debtor, (g) all rights and claims of such Debtor under warranties and indemnities, and (h) all rights of such Debtor under any insurance, surety, or similar contract or arrangement. General intangibles includes payment intangibles.

"Health Care Insurance Receivable" means any "health care insurance receivable", as such term is defined in Section 9.102(a)(46) of the UCC, now owned or hereafter acquired by any Debtor and, in any event, shall include, without limitation, any interest in or claim under a policy of insurance that is a right to payment of a monetary obligation for health care goods or services provided, whether now owned or hereafter acquired by such Debtor.

"Instrument" means any "instrument", as such term is defined in Section 9.102(a)(47) of the UCC, now owned or hereafter acquired by any Debtor, other than stock and other securities, and in any event, shall include, without limitation, all promissory notes, drafts, bills of exchange and trade acceptances of such Debtor, whether now owned or hereafter acquired.

"Intellectual Property" means the copyrights, copyright licenses, patents, patent licenses, trademarks, and trademark licenses now owned or hereafter acquired by any Debtor.

"Inventory" means any "inventory", as such term is defined in Section 9.102(a)(48) of the UCC, now owned or hereafter acquired by any Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) all goods and other personal property of such Debtor that are held for sale or lease or to be furnished under any contract of service, (b) all raw materials, work-in-process, finished goods, inventory, supplies, and materials of such Debtor, (c) all wrapping, packaging, advertising, and shipping materials of such Debtor, (d) all goods that have been returned to, repossessed by, or stopped in transit by such Debtor, and (e) all Documents evidencing any of the foregoing.

"Investment Property" means any "investment property", as such term is defined in Section 9.102(a)(49) of the UCC, now owned or hereafter acquired by any Debtor, and, in any event, shall include, without limitation, each of the following, whether now owned or hereafter acquired by such Debtor: (a) any security, whether certificated or uncertificated; (b) any security entitlement; (c) any securities account (including, without limitation, those described on Schedule 2); (d) any commodity contract; and (e) any commodity account (including, without limitation, those identified on Schedule 2).

"Letter-of-Credit Right" means any "letter-of-credit right", as such term is defined in Section 9.102(a)(51) of the UCC, now owned or hereafter acquired by any Debtor, and in any event, shall include, without limitation, any right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance (but shall not include any right of a beneficiary to demand payment or performance under a letter of credit), now owned or hereafter acquired by such Debtor.

"Obligations" means all obligations, indebtedness, and liabilities of the Borrower, each Guarantor and any other Obligated Party to the Lender or Affiliates of the Lender, or both, now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several, including, without limitation, the obligations, indebtedness, and liabilities under this Agreement, any Swap Contract, the other Loan Documents, any cash management or treasury services agreements and all interest accruing thereon (whether a claim for post-filing or post-petition interest is allowed in any insolvency, reorganization or similar proceeding) and all attorneys' fees and other expenses incurred in the enforcement or collection thereof.

"Other Collateral" means any property of any Debtor, other than real estate, not included within the defined terms Accounts, Chattel Paper, Documents, Equipment, General Intangibles, Financial Assets, Instruments, Letter-of-Credit Rights, Commercial Tort Claims, Inventory, Investment Property, Pledged Securities, Deposit Accounts, including all funds, certificates, checks, drafts, wire transfer receipts, and other earnings, profits, or other Proceeds from time to

time representing, evidencing, deposited into, or held in Deposit Accounts, and Stock Rights, including, without limitation, all cash on hand and all Deposit Accounts or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of the Debtors other than real estate.

"Pledged Securities" means 100% of all capital stock (or other equity interests) now or in the future issued by each present and future Guarantor and each present and future Subsidiary of the Borrower or any Guarantor.

"Proceeds" means any "Proceeds," as such term is defined in Section 9.102(a)(65) of the UCC and, in any event, shall include, but not be limited to, (a) any and all Proceeds of any insurance, indemnity, warranty, or guaranty payable to any Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure, or forfeiture of all or any part of the Collateral by any Governmental Authority (or any person acting under color of Governmental Authority), and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments, or Commercial Tort Claims, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Schedule" refers to a specific schedule to this Agreement, unless another document is specifically referenced.

"Section" means a numbered Section of this Agreement, unless another document is specifically referenced.

"Secured Obligations" means the Obligations, including without limitation any such Obligations incurred or accrued during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, whether or not allowed or allowable in such proceeding.

"Security" has the meaning set forth in 8.102(a)(15) of the UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which any Debtor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which any Debtor now has or hereafter acquires any right, issued by an issuer of such securities.

"Tangible Chattel Paper" means any "tangible chattel paper", as such term is defined in Section 9.102(a)(79) of the UCC, now owned or hereafter acquired by any Debtor.

"UCC" means the Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time, or, if so required with respect to any particular Collateral by mandatory provisions of applicable law, as in effect in the jurisdiction in which such Collateral is located.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

2.1 Security Interest. Each Debtor hereby pledges, assigns and grants to the Secured Party, a security interest in all of such Debtor's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations. If the security interest granted hereby in any rights of any Debtor under any contract included in the Collateral is expressly prohibited by such contract, then the security interest hereby granted therein nonetheless remains effective to the extent allowed by Article or Chapter 9 of the UCC or other applicable law but is otherwise limited by that prohibition. The Secured Party acknowledges that the attachment of its security interest in any Commercial Tort Claim as Collateral is subject to each Debtor's compliance with Section 4.14.

2.2 Debtors Remain Liable. Notwithstanding anything to the contrary contained herein, (a) each Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its respective duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of its rights hereunder shall not release any Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under any of the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of any Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2.3 Authorization to File Financing Statements. Each Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of such Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article or Chapter 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by subchapter E of Chapter 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Debtor is an organization, the type of organization and any organization identification number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Each Debtor agrees to furnish any such information to the Secured Party promptly upon request.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Debtor represents and warrants to the Secured Party that:

3.1 Title, Authorization, Validity and Enforceability. Each Debtor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to the Secured Party the security interest in such Collateral pursuant hereto. The execution and delivery by each Debtor of this Agreement has been duly authorized by proper corporate or other proceedings, and this Agreement constitutes a legal, valid and binding obligation of such Debtor and creates a security interest which is enforceable against such Debtor in all now owned and hereafter acquired Collateral. When financing statements have been filed in the appropriate offices against each Debtor in the locations listed on Schedule 3, the Secured Party will have a fully perfected first priority security interest in that Collateral in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1.6.

3.2 Conflicting Laws and Contracts. Neither the execution and delivery by any Debtor of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on such Debtor or such Debtor's articles or certificate of incorporation, bylaws, articles of organization or operating agreement or other charter documents, as the case may be, the provisions of any indenture, instrument or agreement to which such Debtor is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien of the Secured Party).

3.3 Principal Location. Each Debtor's mailing address, and the location of its chief executive office and of the books and records relating to the Receivables, are disclosed in Schedule 4; no Debtor has any other places of business except those set forth in Schedule 4.

3.4 Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Schedule 4. All of said locations are owned by a Debtor except for locations (a) which are leased by a Debtor as lessee and designated in Part B of Schedule 4 and (b) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Schedule 4, with respect to which Inventory such Debtor has delivered bailment agreements, warehouse receipts, financing statements or other documents satisfactory to the Banks to protect the Secured Party's security interest in such Inventory.

3.5 Deposit, Commodity, and Securities Account. Schedule 1 correctly identifies all deposit, commodity, and securities accounts owned by each Debtor and the institutions holding such accounts. No Person other than a Debtor has control over any Investment Property.

3.6 Litigation. There is no litigation investigation or governmental proceeding threatened against any Debtor or any of its properties which if adversely determined would have a Material Adverse Effect on the Collateral or the financial condition, operations, or business of such Debtor.

3.7 No Other Names. No Debtor has conducted business during the two years preceding the date of this Agreement under any name except the name in which it has executed this Agreement.

3.8 No Default. No Default exists.

3.9 Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records of each Debtor relating thereto and in all invoices and reports with respect thereto furnished to the Secured Party by each Debtor from time to time. As of the time when each Account or each item of Chattel Paper arises, each Debtor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.10 No Financing Statements. No financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming any Debtor as debtor has been filed in any jurisdiction except (a) financing statements naming the Secured Party as the secured party, and (b) as permitted by Section 4.1.6.

3.11 Federal Employer Identification Number. Each Debtor's Federal employer identification number is as listed on Schedule 5.

3.12 Pledged Securities and Other Investment Property. Schedule 2 sets forth a complete and accurate list of the Instruments, Securities and other Investment Property owned by each Debtor. Each Debtor is the direct and beneficial owner of each Instrument, Security and other type of Investment Property listed on Schedule 2 as being owned by it, free and clear of any Liens, except for the security interest granted to the Secured Party hereunder. Each Debtor further represents and warrants that (a) all such Instruments, Securities or other types of Investment Property which are shares of stock in a corporation or ownership interests in a partnership or limited liability company have been (to the extent such concepts are relevant with respect to such Instrument, Security or other type of Investment Property) duly and validly issued, are fully paid and non-assessable and (b) with respect to any certificates delivered to the Secured Party representing an ownership interest in a partnership or limited liability company, either such certificates are Securities as defined in Article 8 of the UCC of the applicable jurisdiction as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Debtor has so informed the Secured Party so that the Secured Party may take steps to perfect its security interest therein as a General Intangible. With respect to ownership interests in its Subsidiaries, the Borrower represents and warrants that the Pledged Securities constitute 100% of the issued and outstanding capital stock (or other equity interests) in all of the Guarantors.

3.13 Intellectual Property. Schedule 6 is a complete and correct list of (i) each patent (and any patent application) in which any Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of such Debtor's interest if not owned by the Debtor, the patent number, the date of patent issuance, and the county issuing the patent; (ii) a complete and correct list of each copyright registration (and any copyright application) in which any Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of such Debtor's interest if such Debtor is not the owner, the title of the work which is the subject of the registered or applied for copyright, the date of copyright issuance, the registration number (if applicable) and the country issuing the copyright or with which the copyright application was filed; and (iii) a complete and correct list of each trademark registration (and any trademark application) in which any Debtor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of the Debtor's interest if not owned by the Debtor, the registered or applied for trademark, the trademark application serial and/or registration number, the date of trademark application and/or registration, and the country of state registering the trademark or with which the trademark application was filed.

3.14 Commercial Tort Claims. Schedule 7 is a complete and correct list of all Commercial Tort Claims in which any Debtor has any interest, including the complete case name or style, the case number, and the court or other Governmental Authority in which the case is pending.

3.15 Letters of Credit. Schedule 8 is a complete and correct list of all letters of credit in which any Debtor has any interest (other than solely as an applicant) and correctly describes the bank which issued the letter of credit, and the letter of credit's number, issue date, expiry, and face amount.

ARTICLE IV

COVENANTS

From the date of this Agreement, and thereafter until this Agreement is terminated:

4.1 General.

4.1.1 Inspection. Each Debtor will permit the Secured Party, by its representatives and agents, upon reasonable advance notice (a) to inspect the Collateral, (b) to examine and make copies of the records of such Debtor relating to the Collateral and (c) to discuss the Collateral and the related records of such Debtor with, and to be advised as to the same by, such Debtor's officers and employees (and, in the case of any Receivable during the existence of an Event of Default or in connection with the Secured Party's annual collateral audit, with any person or entity which is or may be obligated thereon), all at such reasonable times and intervals as the Secured Party may determine, and all at such Debtor's expense.

4.1.2 Taxes. Each Debtor will pay when due all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being

contested in good faith by appropriate proceedings and with respect to which no Lien exists.

4.1.3 Records and Reports; Notification of Event of Default. Each Debtor will maintain complete and accurate books and records with respect to the Collateral, and furnish to the Secured Party such reports relating to the Collateral as the Secured Party shall from time to time reasonably request. Each Debtor will give prompt notice in writing to the Secured Party of the occurrence of any Event of Default and of any other development, financial or otherwise, which might materially and adversely affect the Collateral. Each Debtor shall mark its books and records to reflect the security interest of the Secured Party under this Agreement.

4.1.4 Financing Statements and Other Actions; Defense of Title. Each Debtor will execute and deliver to the Secured Party all financing statements, control agreement and other documents and take such other actions as may from time to time be reasonably requested by the Secured Party in order to maintain a first perfected security interest in and, in the case of Investment Property, Deposit Accounts, Letter-of-Credit-Rights, and Electronic Chattel Paper, Control of, the Collateral. Each Debtor will take any and all commercially reasonable actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Secured Party in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5 Disposition of Collateral. No Debtor will sell, lease or otherwise dispose of the Collateral except (a) prior to the occurrence of an Event of Default, dispositions specifically permitted pursuant to the Loan Agreement, (b) until such time following the occurrence of an Event of Default, as such Debtor receives a notice from the Secured Party instructing such Debtor to cease such transactions, sales or leases of Inventory in the ordinary course of business, and (c) until such time as such Debtor receives a notice from the Secured Party pursuant to Article VII, Proceeds of Inventory and Accounts collected in the ordinary course of business.

4.1.6 Liens. No Debtor will create, incur, or suffer to exist any Lien on the Collateral except (a) the security interest created by this Agreement, and (b) other Liens permitted pursuant to the Loan Agreement.

4.1.7 Change in Location, Jurisdiction of Organization or Name. No Debtor will (a) have any Inventory, Equipment or Fixtures or Proceeds or products thereof (other than Inventory and Proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Schedule 4, (b) maintain records relating to the Receivables at a location other than at the location specified on Schedule 4, (c) maintain a place of business at a location other than a location specified on Schedule 4, (d) change its name or taxpayer identification number, (e) change its mailing address, or (f) change its jurisdiction of organization, unless such Debtor shall have given the Secured Party not less than 30 days prior written notice thereof, and the Secured Party shall have determined that such change will not adversely affect the validity, perfection or priority of the Secured Party's security interest in the Collateral.

4.1.8 Other Financing Statements. No Debtor will file or authorize the filing on its behalf of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2 Receivables.

4.2.1 Certain Agreements on Receivables. No Debtor will make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Debtor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2 Collection of Receivables. Except as otherwise provided in this Agreement, each Debtor will collect and enforce, at such Debtor's sole expense, all amounts due or hereafter due to such Debtor under the Receivables.

4.2.3 Delivery of Invoices. Each Debtor will deliver to the Secured Party immediately upon its request after the occurrence and during the continuation of an Event of Default duplicate invoices with respect to each Account bearing such language of assignment as the Secured Party shall specify.

4.2.4 Disclosure of Counterclaims on Receivables. If (a) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists or (b) if, to the knowledge of any Debtor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable, the applicable Debtor will disclose such fact to the Secured Party in writing.

4.3 Inventory and Equipment.

4.3.1 Maintenance of Goods. Each Debtor will do all things necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition, normal wear and tear excepted.

4.3.2 Insurance. Each Debtor will (a) maintain fire and extended coverage insurance on the Collateral containing a lender's loss payable clause in favor of the Secured Party, and providing that said insurance will not be terminated except after at least 30 days written notice from the insurance company to the Secured Party, (b) maintain such other insurance on the Collateral for the benefit of the Secured Party as the Secured Party shall from time to time request, (c) furnish to the Secured Party upon the request of the Secured Party from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (d) maintain general liability insurance naming the Secured Party as an additional insured.

4.3.3 Safekeeping of Inventory; Inventory Covenants. The Secured Party shall not be responsible for (a) the safekeeping of the Inventory; (b) any loss or damage thereto or destruction thereof occurring or arising in any manner or fashion from any cause;

(c) any diminution in the value of Inventory or (d) any act or default of any carrier, warehouseman, bailee or forwarding agency or any other Person in any way dealing with or handling the Inventory, except to the extent that any Debtor incurs any loss, cost, claim or damage from any of the foregoing as a result of the gross negligence or willful misconduct of the Secured Party. All risk of loss, damage, distribution or diminution in value of the Inventory shall, except as noted in the previous sentence, be borne by the Debtors.

4.3.4 Records and Schedules of Inventory. Each Debtor shall keep correct and accurate daily records on a first-in, first-out basis, itemizing and describing the kind, type, quality and quantity of Inventory, such Debtor's cost therefor and selling price thereof, and the daily withdrawals therefrom and additions thereto and Inventory then on consignment, and shall, at the request of the Secured Party, furnish to the Secured Party, daily copies of the working papers related thereto and, at the times required under the Loan Agreement, a current Borrowing Base Report.

4.4 Instruments, Securities, Chattel Paper, and Documents. Each Debtor will (a) deliver to the Secured Party immediately upon execution of this Agreement the originals of all Chattel Paper, certificated Securities and Instruments (if any then exist), (b) hold in trust for the Secured Party upon receipt and immediately thereafter deliver to the Secured Party any Chattel Paper, Securities and Instruments constituting Collateral, and (c) upon the Secured Party's request, deliver to the Secured Party (and thereafter hold in trust for the Secured Party upon receipt and immediately deliver to the Secured Party) any Document evidencing or constituting Collateral.

4.5 Uncertificated Securities and Certain Other Investment Property. Each Debtor will permit the Secured Party from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Secured Party granted pursuant to this Agreement. Each Debtor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Collateral and which are Securities and (b) any financial intermediary which is the holder of any Investment Property, to cause the Secured Party to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, each Debtor will, with respect to Investment Property held with a financial intermediary, take commercially reasonable efforts to cause such financial intermediary to enter into a control agreement with the Secured Party in form and substance reasonably satisfactory to the Secured Party.

4.6 Stock and Other Ownership Interests.

4.6.1 Changes in Capital Structure of Issuers. No Debtor will, except as permitted under the Loan Agreement (a) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce

its capital or merge or consolidate with any other entity, or (b) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2 Issuance of Additional Securities. No Debtor will permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to such Debtor.

4.6.3 Registration of Pledged Securities and other Investment Property. Each Debtor will permit, during the existence of an Event of Default, any registerable Collateral to be registered in the name of the Secured Party or its nominee.

4.6.4 Exercise of Rights in Pledged Securities and other Investment Property. Each Debtor will permit the Secured Party or its nominee at any time after the occurrence and during the continuance of an Event of Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.6.5 Issuance of Securities. Debtors shall not permit any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral to at any time constitute a Security or consent to the issuer of any such interests taking any action to have such interests treated as a Security unless (a) all certificates or other documents constituting such Security have been delivered to the Secured Party and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (b) the Secured Party has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

4.7 Accounts.

4.7.1 Account Warranties. Each Debtor warrants and represents that (a) the Secured Party may, in determining which Accounts listed on any Borrowing Base Report are Eligible Accounts, rely without independent investigation on all statements or representations made by it on or with respect to any such Borrowing Base Report and, (b) unless otherwise indicated in writing by the Debtors (in which case such Account shall not be considered an Eligible Account), each of the criteria set forth in the definition of "Eligible Account" has been met with respect to each Account included as an Eligible Account on any Borrowing Base Report.

4.7.2 Verification of Accounts. The Secured Party shall have the right, at any time during the existence of an Event of Default, in its name or in the name of a nominee

of the Secured Party, to verify the validity, amount or any other matter relating to any Accounts, by mail, telephone, telegraph or otherwise.

4.7.3 Disputed Accounts; Limitation on Modification of Accounts. Each Debtor shall give the Secured Party prompt written notice of any Accounts in excess of \$ previously shown as Eligible Accounts on a Borrowing Base Report which are in dispute between any Account Debtor and such Debtor. Each Borrowing Base Report shall identify all disputed Accounts (which shall not be included as Eligible Accounts) and disclose with respect thereto, in reasonable detail, the reason for the dispute, all claims related thereto and the amount in controversy. No Debtor will, except consistent with its historical practice, without the Secured Party's prior written consent, grant any extension of the time for payment of any of the Accounts, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of such Debtor.

4.7.4 Appointment of the Agent as Attorney-in-Fact. Each Debtor hereby irrevocably designates, makes, constitutes and appoints the Secured Party (and all persons designated by the Secured Party), exercisable after the occurrence and during the continuation of an Event of Default, as its true and lawful attorney-in-fact, and authorizes the Secured Party, in such Debtor's or the Secured Party's name, to: (a) demand payment of Accounts; (b) enforce payment of Accounts by legal proceedings or otherwise; (c) exercise all of such Debtor's rights and remedies with respect to proceedings brought to collect an Account; (d) sell or assign any Account upon such terms, for such amount and at such time or times as the Secured Party deems advisable; (e) settle, adjust, compromise, extend or renew an Account; (f) discharge and release any Account; (g) take control in any manner of any item of payment or Proceeds thereof; (h) prepare, file and sign such Debtor's name on any proof of claim in bankruptcy or other similar document against an Account Debtor; (i) endorse such Debtor's name upon any items of payment or Proceeds thereof and deposit the same in the Secured Party's account on account of the Obligations; (j) endorse such Debtor's name upon any Chattel Paper, Document, Instrument, invoice, or similar document or agreement relating to any Account or any goods pertaining thereto; (k) sign such Debtor's name on any verification of Accounts and notices thereof to Account Debtor; (l) notify the post office authorities to change the address for delivery of such Debtor's mail to an address designated by the Secured Party, have access to any lock box or postal box into which any of such Debtor's mail is deposited, and open and dispose of all mail addressed such Debtor, and (m) do all acts and things which are necessary, in the Secured Party's reasonable discretion, to fulfill such Debtor's obligations under this Agreement.

4.7.5 Notice to Account the Borrower. The Secured Party may, in its sole discretion, at any time or times after an Event of Default has occurred and is continuing, and without prior notice to any Debtor, notify any or all Account Debtors that the Accounts have been assigned to the Secured Party and that the Secured Party has a security interest therein. the Secured Party may direct any or all Account Debtors to make all payments upon the Accounts directly to the Secured Party. the Secured Party shall furnish the Debtors with a copy of such notice.

4.8 Deposit Accounts. Each Debtor will (a) upon the Secured Party's request, notify each bank or other financial institution in which it maintains a Deposit Account or other deposit (general or special, time or demand, provisional or final) of the security interest granted to the Secured Party hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (b) upon the Secured Party's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to the Secured Party, transferring dominion and Control over each such account to the Secured Party.

4.9 Federal, State or Municipal Claims. Each Debtor will notify the Secured Party of any Collateral which constitutes a claim against a Governmental Authority, or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.10 Warehouse Receipts Non-Negotiable. Each Debtor agrees that if any warehouse receipt or receipt in the nature of a warehouse receipt is issued with respect to any of its inventory, such warehouse receipt or receipt in the nature thereof shall not be "negotiable" (as such term is used in Section 7-104 of the UCC).

4.11 Mortgagee's and Landlord Waivers. Except with respect to the Debtors' leased property located in Carrollton, Texas, each Debtor shall cause each mortgagee of real property owned by such Debtor and each landlord of real property leased by such Debtor (in both cases upon request by the Secured Party), where the value of the Collateral located on such real property has an aggregate value equal to or greater than \$7 0), to execute and deliver instruments satisfactory in form and substance to the Secured Party by which such mortgagee or landlord waives their rights, if any, in the Collateral.

4.12 Commercial Tort Claims. If any Debtor at any time holds or acquires a Commercial Tort Claim, such Debtor shall immediately notify the Secured Party in writing of the details thereof and grant to the Secured Party in writing a security interest therein or Lien thereon and in the Proceeds thereof, in form and substance satisfactory to the Secured Party.

4.13 Letters-of-Credit Rights. If any Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of any Debtor, such Debtor shall promptly notify the Secured Party thereof in writing and, at the Secured Party's request, such Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) arrange for the issuer or any confirmer of such letter of credit to consent to an assignment to the Secured Party of the Proceeds of any drawing under the letter of credit or (b) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the Proceeds of any drawing under the letter of credit are to be applied as provided in the Loan Agreement.

4.14 Intellectual Property. Each Debtor shall give the Secured Party 30 days prior written notice of (a) its intent to acquire material Intellectual Property rights and (b) its intent to dispose of material Intellectual Property rights, and upon request shall provide the Secured Party with copies of all proposed documents and agreements concerning such rights. Promptly upon knowledge thereof, such Debtor will deliver to the Secured Party notice of (x) any infringement of its Intellectual Property rights by others, (y) claims that such Debtor is infringing on another

Person's Intellectual Property rights, and (z) any threatened cancellation, termination or material limitation on its Intellectual Property rights. Promptly upon receipt, each Debtor will give the Secured Party copies of all registrations and filings with respect to its Intellectual Property rights.

4.15 Further Assurances; Additional Debtors. At any time and from time to time, upon the request of the Secured Party, and at the sole expense of the Debtors, each Debtor shall promptly execute and deliver all such further instruments and documents and take such further action as the Secured Party may reasonably deem necessary or desirable to preserve and perfect its security interest in the Collateral and carry out the provisions and purposes of this Agreement, including, without limitation, (a) the execution and filing of such financing statements as the Secured Party may reasonably require and (b) the deposit of all certificates of title issuable with respect to any of the Collateral and noting thereon the security interest hereunder. A carbon, photographic, or other reproduction of this Agreement or of any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement and may be filed as a financing statement. Each Debtor shall promptly endorse and deliver to the Secured Party all documents, instruments, and chattel paper that it now owns or may hereafter acquire. Upon the execution and delivery by any Person of a security agreement supplement in substantially the form of Annex 1 attached hereto (each a "Agreement Supplement"), (a) such Person shall be and become a Debtor hereunder and each reference in this Agreement and the other Loan Documents to "Debtor" shall also mean and be a reference to such Person, and (b) the supplemental Schedules 1, 2, 3, 4 and 5 attached to each Agreement Supplement shall be incorporated into and become a part of and supplement Schedules 1, 2, 3, 4, 5, 6, 7, and 8, respectively, hereto, and the Secured Party may attach such supplemental exhibits to such Schedules; and each reference to such Schedules shall mean and be a reference to such Schedules as supplemented pursuant to each Agreement Supplement.

ARTICLE V

DEFAULT

5.1 Acceleration and Remedies. Upon the occurrence and during the continuation of an Event of Default under the Loan Agreement or any other Loan Document, the Secured Party may exercise any or all of the following rights and remedies:

5.1.1 Those rights and remedies provided in this Agreement, the Loan Agreement, or any other Loan Document, provided that this Section 5.1.1 shall not be understood to limit any rights or remedies available to the Secured Party prior to an Event of Default that by their terms are not so limited.

5.1.2 Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' Lien) when a debtor is in default under a security agreement.

5.1.3 Without notice except as specifically provided in Section 8.1 or elsewhere herein, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash,

on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable.

5.2 Debtors' Obligations Upon Event of Default. Upon the request of the Secured Party after the occurrence of an Event of Default, each Debtor will:

5.2.1 Assembly of Collateral. Assemble and make available to the Secured Party the Collateral and all records relating thereto at any place or places specified by the Secured Party.

5.2.2 The Secured Party Access. Permit the Secured Party, by the Secured Party's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.3 License. The Secured Party is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, each Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of an Event of Default, each Debtor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit for such purposes. In addition, each Debtor hereby irrevocably agrees that the Secured Party may, following the occurrence and during the continuance of an Event of Default, sell any of such Debtor's Inventory directly to any Person, including without limitation Persons who have previously purchased such Debtor's Inventory from such Debtor and in connection with any such sale or other enforcement of the Secured Party's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to such Debtor and any Inventory that is covered by any copyright owned by or licensed to such Debtor and the Secured Party may finish any work in process and affix any trademark owned by or licensed to such Debtor and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of the Secured Party to exercise any right or remedy granted under this Agreement shall impair such right or remedy or be construed to be a waiver of any Event of Default, or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Agreement whatsoever shall be valid unless in writing signed by the Secured Party and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the Secured Party until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1 Lockboxes. Upon request of the Secured Party, each Debtor shall execute and deliver to the Secured Party irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Secured Party, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Secured Party granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Secured Party.

7.2 Collection of Receivables. Upon the occurrence and continuation of a an Event of Default, the Secured Party may at any time in its sole discretion, by giving the Debtors written notice, elect to require that the Receivables be paid directly to the Secured Party. In such event, each Debtor shall, and shall permit the Secured Party to, promptly notify the Account Debtors or obligors under the Receivables of the Lenders' interest therein and direct such Account Debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Secured Party. Upon receipt of any such notice from the Secured Party, each Debtor shall thereafter hold in trust for the Secured Party, all amounts and Proceeds received by it with respect to the Receivables and Other Collateral and immediately and at all times thereafter deliver to the Secured Party all such amounts and Proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. the Secured Party shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3 Special Collateral Account. The Secured Party may require all cash Proceeds of the Collateral received pursuant to Section 7.2 to be deposited in a special non-interest bearing cash collateral account with the Secured Party and held there as security for the Secured Obligations. No Debtor shall have Control whatsoever over said cash collateral account. If no Event of Default has occurred or is then continuing, the Secured Party shall from time to time deposit the collected balances in said cash collateral account into any Debtor's general operating account with the Secured Party. If any Event of Default has occurred and is continuing, the Secured Party may, from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4 Application of Proceeds. After the occurrence and during the continuation of an Event of Default, the Proceeds of the Collateral shall be applied by the Secured Party to payment of the Secured Obligations in such manner and order as the Secured Party may elect in its sole discretion.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Notice of Disposition of Collateral. Each Debtor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under

applicable law, any notice made shall be deemed reasonable if sent to any Debtor, addressed as set forth in Article IX, at least 10 days prior to (a) the date of any such public sale or (b) the time after which any such private sale or other disposition may be made.

8.2 Compromises and Collection of Collateral. Each Debtor and the Secured Party recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Debtor agrees that the Secured Party may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Secured Party in its sole discretion shall determine or abandon any Receivable, and any such action by the Secured Party shall be commercially reasonable so long as the Secured Party acts in good faith based on information known to it at the time it takes any such action.

8.3 The Secured Party Performance of Debtors' Obligations. Without having any obligation to do so, the Secured Party may perform or pay any obligation which any Debtor has agreed to perform or pay in this Agreement and each Debtor shall, jointly and severally, reimburse the Secured Party for any amounts paid by the Secured Party pursuant to this Section 8.3. Each Debtor's obligation to reimburse the Secured Party pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4 Authorization for the Secured Party to Take Certain Action. Each Debtor irrevocably authorizes the Secured Party at any time and from time to time in the sole discretion of the Secured Party and appoints the Secured Party as its attorney in fact during the existence of an Event of Default (a) to execute on behalf of such Debtor as debtor and to file financing statements necessary or desirable in the Secured Party's sole discretion to perfect and to maintain the perfection and priority of the Secured Party's security interest in the Collateral, (b) to indorse and collect any cash Proceeds of the Collateral, (c) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement in such offices as the Secured Party in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Secured Party's security interest in the Collateral, (d) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give the Secured Party Control over such Securities or other Investment Property, (e) subject to the terms of Section 4.1.4, to enforce payment of the Receivables in the name of the Secured Party or such Debtor, (f) to apply the Proceeds of any Collateral received by the Secured Party to the Secured Obligations as provided in Article VII and (g) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and such Debtor agrees to reimburse the Secured Party on demand for any payment made or any expense incurred by the Secured Party in connection therewith, provided that this authorization shall not relieve any Debtor of any of its obligations under this Agreement or under the Loan Agreement.

8.5 Specific Performance of Certain Covenants. Each Debtor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.4, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Secured Party, that the Secured Party has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Secured Party to seek and obtain specific performance of other obligations of such Debtor contained in this Agreement, that the covenants of such Debtor contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against such Debtor.

8.6 Use and Possession of Certain Premises. Upon the occurrence of an Event of Default, the Secured Party shall be entitled to occupy and use any premises owned or leased by any Debtor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay such Debtor for such use and occupancy.

8.7 Dispositions Not Authorized. No Debtor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between any Debtor and the Secured Party or other conduct of the Secured Party, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon the Secured Party unless such authorization is in writing signed by the Secured Party.

8.8 Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Debtors, the Secured Party and their respective successors and assigns, except that no Debtor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Secured Party.

8.9 Survival of Representations. All representations and warranties of each Debtor contained in this Agreement shall survive the execution and delivery of this Agreement.

8.10 Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by federal or state authority in respect of this Agreement shall be paid by each Debtor, together with interest and penalties, if any. Debtors shall jointly and severally reimburse the Secured Party for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Secured Party) paid or incurred by the Secured Party in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by each Debtor in the performance of actions required pursuant to the terms hereof shall be borne solely by such Debtor.

8.11 Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

8.12 Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (a) the Loan Agreement has terminated pursuant to its express terms and (b) all of the Secured Obligations have been indefeasibly paid and performed in full and no commitments of the Secured Party which would give rise to any Secured Obligations are outstanding.

8.13 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Debtors and the Secured Party relating to the Collateral and supersedes all prior agreements and understandings between the Debtors and the Secured Party relating to the Collateral.

8.14 CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.15 INDEMNITY. EACH DEBTOR HEREBY AGREES TO INDEMNIFY SECURED PARTY AND ITS RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, PENALTIES, SUITS, COSTS, AND EXPENSES OF ANY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT SECURED PARTY IS A PARTY THERETO) IMPOSED ON, INCURRED BY OR ASSERTED AGAINST SECURED PARTY OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, AND EMPLOYEES, IN ANY WAY RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT, OR THE MANUFACTURE, PURCHASE, ACCEPTANCE, REJECTION, OWNERSHIP, DELIVERY, LEASE, POSSESSION, USE, OPERATION, CONDITION, SALE, RETURN OR OTHER DISPOSITION OF ANY COLLATERAL (INCLUDING, WITHOUT LIMITATION, LATENT AND OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE BY THE SECURED PARTY OR THE DEBTORS, AND ANY CLAIM FOR PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT). NOTWITHSTANDING THE FOREGOING, NO PERSON SHALL BE INDEMNIFIED HEREUNDER FOR ACTS OR OMISSIONS ARISING OUT OF OR RESULTING FROM SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE IX

NOTICES

9.1 Sending Notices. Any notice required or permitted to be given under this Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in the Loan Agreement. All such notices to any the Guarantor hereunder shall be given or made at the appropriate address or telecopier number of the Borrower in accordance with the Loan Agreement.

9.2 Change in Address for Notices. Each of the Debtors and the Secured Party may change the address for service of notice upon it by a notice in writing to the other parties.

IN WITNESS WHEREOF, the Debtors and the Secured Party have executed this Agreement as of the date first above written.

DEBTORS:

SPECTRUM MANAGEMENT, L.L.C.,
a Delaware limited liability corporation

By: Jan J. Gurgu
Name: _____
Title: *President*

ELECTRONIC TRACKING SYSTEMS, L.L.C.,
a Delaware limited liability company

By: Jan J. Gurgu
Name: _____
Title: *President*

SPECTRUM SECURITY SERVICES
INTERNATIONAL, L.L.C.,
a Delaware limited liability company

By: Jan J. Gurgu
Name: _____
Title: *President*

SPECTRUM TRACKING SYSTEMS, INC.,
a Texas corporation

By: Jan J. Gurgu
Name: _____
Title: *President*

ELECTRONIC TRACKING SYSTEMS OF
PUERTO RICO, L.L.C.,
a Delaware limited liability company

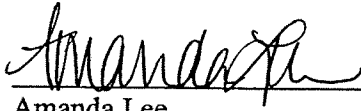
By: _____
Name: *Jan J. Guey*
Title: *President*

PERSONAL TRACKING SYSTEMS, L.L.C.,
a Delaware limited liability company

By: _____
Name: *Jan J. Guey*
Title: *President*

SECURED PARTY:

GUARANTY BANK

By: 
Amanda Lee
Vice President

SCHEDULE 1

Deposit Accounts

Current

JP Morgan Chase

ETS Acquisitions, LLC
Spectrum Management Commercial
PTS Commercial Checking

Banco Popular
P.O. Box 362708
San Juan, PR 00936-2708

Spectrum Security Services Intern'l (Lockbox)
spectrum Security Services Intern'l (Checking)

Deposit accounts to be moved to Guaranty Bank upon execution of loan agreement.

SCHEDULE 2

List of Instruments, Securities and Other Investment Property

(a) STOCKS:

Certificate 001 evidencing 1 share of Common Stock in Spectrum Tracking Systems, Inc. owed by Borrower.

Certificate 002 evidencing 999 shares of Common Stock in Spectrum Tracking Systems, Inc. owed by Borrower.

(b) BONDS:

NONE

(c) GOVERNMENT SECURITIES:

NONE

(d) OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED):

1. 100% of outstanding membership interests in:
 - a. Electronic Tracking Systems, L.L.C.
 - b. Electronic Tracking Systems of Puerto Rico, L.L.C.
 - c. Personal Tracking Systems, L.L.C.
 - d. Spectrum Security Services International, L.L.C.
2. The Equity Notes Receivable set forth on Borrower's balance sheet.

SCHEDULE 3

UCC Filing Jurisdictions

<u>Debtor</u>	<u>Jurisdiction</u>
Spectrum Management L.L.C.	Delaware Secretary of State
Electronic Tracking Systems, L.L.C.	Delaware Secretary of State
Spectrum Security Services International, L.L.C.	Delaware Secretary of State
Spectrum Tracking Systems, Inc.	Texas Secretary of State
Electronic Tracking Systems of Puerto Rico, L.L.C.	Delaware Secretary of State
Personal Tracking Systems, L.L.C.	Delaware Secretary of State

SCHEDULE 4

Locations

Principal Place of Business and Mailing Address:

2545 Tarpley Road
Carrollton, Texas 75006

Location(s) of Receivables Records (if different from Principal Place of Business above):

2545 Tarpley Road
Carrollton, Texas 75006

Spectrum Security Services International
Centro mercantile Internacional
Edificio #6, Carretera 165
Km. 2.4, Bo. Pueblo Viejo
Guaynabo, Puerto Rico 00969

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by each Debtor (indicate which):

None

ii) Real Properties Leased by each Debtor (indicate which) (include Landlord's Name):

2545 Tarpley Road
Carrollton, Texas 75006

Spectrum Security Services International
Centro mercantile Internacional
Edificio #6, Carretera 165
Km. 2.4, Bo. Pueblo Viejo
Guaynabo, Puerto Rico 00969

iii) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements for each Debtor (indicate which) (include name of Warehouse Operator or other Bailee or Consignee):

None

SCHEDULE 5

Federal Employer Identification Number

<u>Debtor</u>	<u>Federal Employer Identification Number</u>
Spectrum Management L.L.C.	75-
Electronic Tracking Systems, L.L.C.	75-
Spectrum Security Services International, L.L.C.	75-
Spectrum Tracking Systems, Inc.	75-
Electronic Tracking Systems of Puerto Rico, L.L.C.	75-
Personal Tracking Systems, L.L.C.	75-

SCHEDULE 6

Intellectual Property

See Schedules attached hereto.

Revised: 2/16/2006

Docket Number	Title	Type	Country	Filed	Serial No.	Issued	Patent No.	Next Action Due	Status	Inventor	Assignment
72793/04046	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Country Equivalent	Australia	August 5, 1998	7879898	December 12, 2002	751604	TO BE ABANDONED	ISSUED	Jandrell, Louis, H.M	Spectrum Tracking Systems, Inc.
72793/04045	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Country Equivalent	Canada	August 7, 1998	2,244,583	February 17, 2004	2,244,583	Annuity Due 8/10/2006 \$445.00	ISSUED	Jandrell, Louis, H.M	Spectrum Tracking Systems, Inc. Under No. 529289 dated 12-10-03 Security Agreement to Capital Cross America L.P. and Bank One Texas, N.A.
72793/00016	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Divisional	Canada	August 18, 1998	2,240,503			ABANDONED	PENDING	Jandrell, Louis, H.M	Spectrum Tracking Systems, Inc.
72793/04044	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Country Equivalent	European Patent	August 6, 1998	98114835.6			TO BE ABANDONED	PUBLISHED	Jandrell, Louis, H.M	Not Assigned - Filed under Pro Net Tracking Systems, Inc.
72793/04043	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Country Equivalent	Israel	August 5, 1998	125675	February 25, 2005	125675	Annuity Due: 8/5/2008	ISSUED	Jandrell, Louis, H.M	Not Assigned - Filed under Pro Net Tracking Systems, Inc.
72793/04042	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Country Equivalent	Japan	August 12, 2019	22809398				TO BE ABDN	Jandrell, Louis, H.M	Not Assigned - Filed under Pro Net Tracking Systems, Inc.
72793/04047	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Utility	United States	August 12, 1997	08910,068	October 1, 2002	6,459,704	Maintenance Fee Due 4/1/06 \$900.00	ISSUED	Jandrell, Louis, H.M	Issued under Spectrum Tracking Systems, Inc.
72793/04049	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Continuation	United States	January 22, 1999	09235,900				Abandoned		
72793/10268	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Divisional	United States						Abandoned		
72793/06529	METHOD AND SYSTEM FOR RADIO-LOCATION DETERMINATION	Divisional	United States	March 6, 2002	10092,327				Abandoned	Baldridge, Andrew	Spectrum Tracking Systems, Inc.
72793/02633	BEACON SIGNAL RECEIVING SYSTEM	Utility	United States	January 26, 1996	08492,809	August 12, 1997	5,657,026	Maintenance Fee Due 2/12/2009	ISSUED	Culpepper, Jerry W. Markus, John D. Smith, Lawrence Chen, Chaoliang	Spectrum Tracking Systems, Inc.

727893/00015	FRAUD IDENTIFICATION AND RECOVERY SYSTEM	Utility	United States	November 19, 2002	107716,928	Published 3/3/05 2005-0046697-A1	PENDING	Vancleave, James P. Wood, David C.	Spectrum Tracking Systems, Inc. 014724/0912; Dated: 11/19/2003
727893/00018	SYSTEM FOR TRACKING AND LOCATING AN OBJECT USING A CELLULAR NETWORK	Utility	United States	July 14, 2004	107710,487	Awaiting Examination	PUBLISHED	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	Spectrum Tracking Systems, Inc.
727893/00019	METHOD FOR LOCATING AN ASSET	Utility	United States	July 14, 2004	107710,485	Awaiting Examination	PUBLISHED	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	Spectrum Tracking Systems, Inc. 8/27/2004; Reel/Frame: 018733/0339
727893/00020	METHOD FOR LOCATING AN ASSET	Utility	PCT	July 30, 2004	PCT/US 04/24532	30-Month PCT deadline due 1/14/07	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	PCT filed under Spectrum Tracking Systems, Inc.
727893/00021	SYSTEM FOR TRACKING AND LOCATING AN OBJECT USING A CELLULAR NETWORK	Utility	PCT	July 30, 2004	PCT/US04/24566	30-Month PCT deadline due 1/14/07	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	PCT filed under Spectrum Tracking Systems, Inc.
727893/00023	FRAUD IDENTIFICATION AND RECOVERY SYSTEM	Utility	PCT	August 31, 2004	PCT/US04/028286	30-Month PCT deadline due 3/3/06	PUBLISHED	Vancleave, James P. Wood, David C.	PCT filed under Spectrum Tracking Systems, Inc.
727893/00024	METHOD OF LOCATING AN ASSET	Continuation in Part	United States	December 14, 2004		Awaiting Examination	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	Spectrum Tracking Systems, Inc.
727893/00025	METHOD OF LOCATING AN ASSET	Utility	PCT	December 14, 2004	PCT/US04/1906	30-Month PCT deadline due 1/14/07	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	PCT filed under Spectrum Tracking Systems, Inc.
727893/00029	METHOD AND SYSTEM FOR PROVIDING TRACKING SERVICES TO LOCATE AN ASSET	Utility	United States	November 9, 2005	11270,416	Awaiting Examination	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	
727893/00030	METHOD AND SYSTEM FOR PROVIDING TRACKING SERVICES TO LOCATE AN ASSET	Utility	United States	November 9, 2005	11270,354	Awaiting Examination	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	
727893/00031	METHOD AND SYSTEM FOR PROVIDING TRACKING SERVICES TO LOCATE AN ASSET	Utility	United States	November 9, 2005	11269,985	Awaiting Examination	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	
727893/00032	METHOD AND SYSTEM FOR PROVIDING TRACKING SERVICES TO LOCATE AN ASSET	Utility	United States	November 9, 2005	11270,376	Awaiting Examination	PENDING	Culpepper, Jerry W. Smith, Lawrence Vancleave, James P.	

Revised: 2/2006

Docket Number	Title	Country	Filed	Class	Serial No.	Registered	Registration No.	Next Action Due	Status	Assignment
72793/00012	SPECTRUM SITE MANAGER	United States	October 14, 2003	45	78/313,246	1/17/2006	3,044,401	Affidavit of Use due: 1/17/2012	Issued	Spectrum Management, LLC
72793/00013	SPECTRUM VIDEO SYSTEMS	United States	October 14, 2003	45	78/313,285	5/3/2005	2,945,948	Affidavit of Use due: 5/3/2011	Issued	Spectrum Management, LLC
72793/00014	SPECTRUM VIDEO TRAC	United States	October 14, 2003	45	78/313,286			Statement of Use/Extension of Time due: 5/3/06	Allowed	Spectrum Management, LLC

MARK	SERIAL NO. FILING DATE	CLASS	REG. NO REG. DATE	STATUS	NEXT ACTION DUE	CURRENT OWNER
ELECTRONIC TRACKING SYSTEMS and Design	76/605,722 08/05/2004	45		PENDING To be published	None	Spectrum Management L.L.C.
ELECTRONIC TRACKING SYSTEMS and Design	76/605,723 08/05/2004	9	3,052,477 01/31/2006	REGISTERED	Use due: 01/31/2012	Spectrum Management L.L.C.
ELECTRONIC TRACKING SYSTEMS and Design	76/601,573 07/12/2004	37	3,012,701 11/08/2005	REGISTERED	Use due: 11/08/2011	Spectrum Management L.L.C.
ELECTRONIC TRACKING SYSTEMS and Design	76,601,572 07/12/2004	35	3,010,278 11/01/2005	REGISTERED	Use due: 11/01/2011	Spectrum Management L.L.C.
SPECTRUM SECURITY SERVICES and Design	76/329,872 10/23/2001	35	2,792,260 12/09/2003	REGISTERED	Use due: 12/09/2009	Spectrum Management L.L.C.
SPECTRUM SECURITY SERVICES and Design	76/329,871 10/23/2001	37	2,865,444 07/20/2004	REGISTERED	Use due: 07/20/2010	Spectrum Management L.L.C.
SPECTRUM SECURITY SERVICES and Design	76,329,870 10/23/2001	42	2,765,195 09/16/2003	REGISTERED	Use due: 09/16/2009	Spectrum Management L.L.C.
SPECTRUM MANAGEMENT and Design	76/329,869 10/23/2001	35	2,765,194 09/16/2003	REGISTERED	Use due: 09/16/2009	Spectrum Management L.L.C.
SPECTRUM MANAGEMENT and Design	76/329,868 10/23/2001	37	2,765,193 09/16/2003	REGISTERED	Use due: 09/16/2009	Spectrum Management L.L.C.
SPECTRUM MANAGEMENT and Design	76/329,867 10/23/2001	42	2,759,882 09/02/2003	REGISTERED	Use due: 09/02/2009	Spectrum Management L.L.C.
SPECTRUM MANAGEMENT	76/020,907 04/07/2000	35, 37 and 42	2,800,661 12/30/2003	REGISTERED	Use due: 12/30/2009	Spectrum Management L.L.C.

Dallas 1143678691
6088-537 3/21/2006

SCHEDULE 7

Commercial Tort Claims

NONE

SCHEDULE 8

Letters of Credit

NONE