

**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
Westell, Inc.		06/30/2006	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1991591	200 MECHANICS
Registration Number:	2582781	ASTS
Registration Number:	2847581	CELLPAK
Registration Number:	1666561	TELTREND
Registration Number:	2492949	TLC
Registration Number:	1984467	DNI200
Registration Number:	1388964	INTELIPOINT I

**CORRESPONDENCE DATA**

Fax Number: (312)840-7884  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (312) 840-7860  
 Email: mmurphy@jenner.com  
 Correspondent Name: Mariann R. Murphy  
 Address Line 1: One IBM Plaza  
 Address Line 2: Jenner & Block LLP

CH \$190.00 1991591

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 28845-21437

NAME OF SUBMITTER: Mariann R. Murphy

Signature: /Mariann R. Murphy/

Date: 07/25/2006

**Total Attachments: 5**  
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2006 (this "Agreement"), by WESTELL, INC., an Illinois corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, as administrative agent (the "Administrative Agent"), for the Lenders (as such term is defined below).

RECITALS

WHEREAS, Grantor and certain of its affiliates (the "Companies") have entered into a Second Amended and Restated Credit Agreement dated as of June 30, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the financial institutions from time to time party thereto (collectively, the "Lenders"), and the Administrative Agent, providing for extensions of credit and other financial accommodations to be made to the Companies by the Administrative Agent and the Lenders;

WHEREAS, Administrative Agent and the Lenders are willing to make the extensions of credit and other financial accommodations to the Companies as provided in the Credit Agreement, upon the condition, among others, that the Grantor shall have entered into that certain Amended and Restated Guaranty and Collateral Agreement dated as of June 30, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Companies, certain affiliates of the Companies and the Administrative Agent; and

WHEREAS, pursuant to the Collateral Agreement, the Grantor is required to enter into this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, in each case, for the ratable benefit of the Lenders and (to the extent provided in the Collateral Agreement) their Affiliates, a continuing security interest in all of the Grantor's right title and interest in, to and under the following, whether now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the [Company Obligations/Guarantor Obligations]:

(a) all of its rights, priorities and privileges relating to (i)(A) all trademarks, trade names, corporate names, the company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1 attached hereto and (B) the right to obtain all renewals thereof ("Trademarks"), and (ii) each agreement, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, in the case of clauses (i) and (ii) above, whether arising under United States, multinational or foreign laws or otherwise, including those set forth on Schedule 1 attached hereto, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books and records pertaining to any of the foregoing;

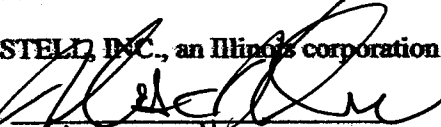
(c) all Proceeds and products of any of the foregoing.

3. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Collateral Agreement and is not intended to increase the rights of the Administrative Agent or the obligations of the Grantor beyond the rights and obligations contained in the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

WESTELL, INC., an Illinois corporation

By:   
Name: Nicholas Hindman  
Its: Vice President & Treasurer

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

[Signature Page Trademark Security Agreement - Westell, Inc.]

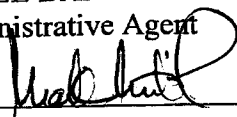
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

WESTELL, INC., an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGED:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:  \_\_\_\_\_  
Name: **MARK MITAL** \_\_\_\_\_  
Title: **SENIOR VICE PRESIDENT** \_\_\_\_\_

[Signature Page Trademark Security Agreement - Westell, Inc.]

**TRADEMARK**  
**REEL: 003354 FRAME: 0547**

**SCHEDULE 1**

**TRADEMARK SECURITY AGREEMENT  
WESTELL, INC.**

**Trademark Registrations and Applications:**

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
United States	200 MECHANICS (STYLIZED)	74/470,915	December 17, 1993	1,991,591	August 6, 1996
United States	ASTS	75/697,390	May 4, 1999	2,582,781	June 18, 2002
United States	CELLPAK	75/041,456	January 11, 1996	2,847,581	June 1, 2004
United States	TELTREND	74/132,896	January 23, 1991	1,666,561	December 3, 1991
United States	TLC	75/446,764	March 9, 1998	2,492,949	September 25, 2001
United States	DN1200 (Stylized)	74/470,914	December 17, 1993	1,984,467	September 20, 2002
United States	INTELIPOINT I	73/559,646	September 23, 1985	1,388,964	April 8, 1986

6/27/06