

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BE Automation, LLC		07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	201 Merritt 7
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06856-5201
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	2383764	AIRBOSS
Registration Number:	1783908	AUDIOVAULT
Registration Number:	1401982	BE
Registration Number:	2513996	BROADCAST ELECTRONICS
Registration Number:	2564479	CALLBOSS
Registration Number:	1611115	CELLCAST
Registration Number:	2167395	MARTI
Registration Number:	2657327	PLUG N PLAY
Registration Number:	2398989	PREDATOR
Registration Number:	2811222	SONI XTREAM
Registration Number:	1583371	TELFAX
Registration Number:	1388618	ULTRA
Registration Number:	2732506	VAULT2

OP \$465.00 2383764

Registration Number:	2566716	VAULT XPRESS
Registration Number:	2678570	WEBVAULT
Registration Number:	3031273	XPI 10
Serial Number:	76606361	BIG PIPE
Serial Number:	78685975	THE RADIO EXPERIENCE

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-993-2698

Email: magdalini.rizakos@lw.com

Correspondent Name: Magdalini Rizakos

Address Line 1: 233 South Wacker, Suite 5800

Address Line 2: Latham & Watkins

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mmr/
Date:	01/19/2007

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, BE Automation, LLC, a Delaware limited liability company (“Grantor”), owns certain Trademarks (as defined in the Security Agreement, which is defined below), including, without limitation, the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Broadcast Electronics, Inc. (“Borrower”), the other Credit Parties (such term and each other capitalized term used but not defined herein having the meaning given to it in the Credit Agreement as hereinafter defined), Agent and Lenders have entered into that certain Credit Agreement, dated as of February 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders;

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of February 14, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by, among others, Borrower and Agent (in such capacity, “Grantee”), Borrower granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all its assets including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired Trademarks as defined in the Security Agreement, together with the goodwill of the business symbolized by Borrower’s Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement);

**WHEREAS**, Borrower and Holdings have requested Agent and Lenders to waive certain provisions of the Credit Agreement to permit them to effectuate the ultimate transfer of certain assets to the Grantor, including the Trademark Collateral (as hereinafter defined) (the “Transfer”);

**WHEREAS**, the Agent and Lenders have agreed to this request on the condition, among others, of receiving this Trademark Security Agreement and Grantor joining the Credit Agreement as a Credit Party and the Security Agreement as a Debtor; and

**WHEREAS**, the Grantor will derive substantial benefit and advantage from the Transfer and loans and other financial accommodations available to the Borrower set forth in the Credit Agreement, and it will be to the Grantor’s direct interest and economic benefit to assist the Borrower in permitting the Transfer and continuing its ability to procure said loans and other financial accommodations from the Lenders and the Agent.

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

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark

applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(2) each Trademark license; and

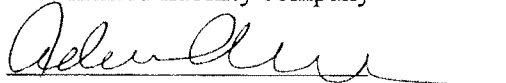
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, and the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1**, or (b) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, the Trademark Collateral shall not include the Excluded Property until satisfaction of the condition set forth in such definition. For the purposes of this Trademark Security Agreement, "Excluded Property" means any "intent to use" applications for trademark or service mark registration filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051(b), unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) and 1(d) of said Act has been properly filed and filing accepted by the Patent and Trademark Office, to the extent that any assignment of an "intent to use" application prior to such filing would violate the Lanham Act, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent any provisions of this Trademark Security Agreement and the Security Agreement or Credit Agreement conflict, the provisions of the Security Agreement or Credit Agreement will govern.

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 3 / day of August, 2006.

BE AUTOMATION, LLC,  
a Delaware limited liability company

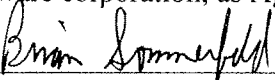
By:   
Name: Adam A. Abramson  
Title: Secretary

[SIGNATURE PAGE TO BE AUTOMATION, LLC TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003463 FRAME: 0936**

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,  
a Delaware corporation, as Agent

By: 

Name: Brian E. Sommerfeld

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO NEWCO TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003463 FRAME: 0937**

**SCHEDULE 1**

**U.S. TRADEMARK REGISTRATIONS**

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

**U.S. TRADEMARK APPLICATIONS**

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>DATE</u>
BIG PIPE	76/606,361	08/09/04
THE RADIO EXPERIENCE	78/685,975	08/04/05

<sup>1</sup> Registration cancelled