

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
CONTINENTAL ELECTRONICS CORPORATION		10/01/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	AMEGY BANK NATIONAL ASSOCIATION		
Street Address:	1807 Ross Avenue, Suite 400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	UNINC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1946274	CONTINENTAL ELECTRONICS	
Registration Number:	1345821	CE	
Registration Number:	1123869	GAS CAP	
Registration Number:	2155443	BYTECAST	
CORRESPONDENCE DATA			
Fax Number:	(214)855-7584		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-7500		
Email:	docketing@munsch.com		
Correspondent Name:	Munsch Hardt Kopf & Harr, P.C.		
Address Line 1:	3800 Lincoln Plaza, 500 N. Akard Street		
Address Line 4:	Dallas, TEXAS 75201-6659		
ATTORNEY DOCKET NUMBER:	8956.12		
NAME OF SUBMITTER:	Cindy C. Stouten		

CH \$115.00 1946274

Signature:	/Cindy C. Stouten/
Date:	10/08/2008
Total Attachments: 5 source=Trademark-Security-Agreement#page1.tif source=Trademark-Security-Agreement#page2.tif source=Trademark-Security-Agreement#page3.tif source=Trademark-Security-Agreement#page4.tif source=Trademark-Security-Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is dated as of October 1, 2008, by and between **CONTINENTAL ELECTRONICS CORPORATION**, a Nevada corporation, whose address is 4212 S. Buckner Blvd., Dallas, Texas 75227 (“**Debtor**”), and **AMEGY BANK NATIONAL ASSOCIATION**, a national banking association, whose address is 1807 Ross Avenue, Suite 400, Dallas, Texas 75201 (“**Secured Party**”).

RECITALS:

WHEREAS, Debtor owns the trademarks, trademark registrations and trademark applications listed on Schedule 1 annexed hereto, and is or will be a party to the trademark licenses granted in connection with the trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of October 1, 2008 (as said Agreement may be amended and in effect from time to time, the “Security Agreement”), between Debtor and Secured Party, Debtor has granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Debtor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Trademarks of Debtor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a continuing security interest in all right, title and interest of Debtor 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) all Trademarks, including, without limitation, the Trademarks, service marks, trade names, trademark registrations, trademark applications listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) all Licenses granted in connection with the Trademarks listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any Trademark, including, without limitation, the Trademarks, service marks, trade names, and trademark registrations listed on Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications listed on Schedule 1 and the Trademarks licensed under any trademark License, or (b) injury to the goodwill associated with any Trademark, service mark, trade name, trademark registration or Trademark licensed under any trademark License.

This security interest is granted in conjunction with, but not limited by, the terms of the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing lien and 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the day first written above.

DEBTOR:

**CONTINENTAL ELECTRONICS CORPORATION, a
Nevada corporation**

By: *Robert A. Grimes*
Robert A. Grimes
President

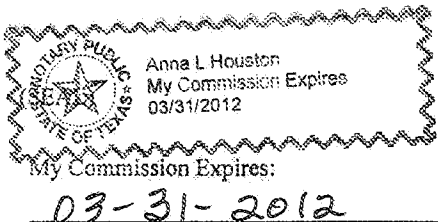
SECURED PARTY:

**AMEGY BANK NATIONAL ASSOCIATION,
a national banking association**

By: _____
Karley Hofer
Bank Officer

STATE OF TEXAS §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 01 day of OCT, 2008, by Robert A. Grimes, the President of Continental Electronics Corporation, a Nevada corporation on behalf of said corporation.



Anna L. Houston
Notary Public
ANNA L. HOUSTON
Printed Name

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by Karley Hofer, a Bank Officer of Amegy Bank National Association, a national banking association on behalf of said association.

Notary Public

Printed Name

(SEAL)
My Commission Expires:

IN WITNESS WHEREOF, Debtor has caused this Trademark Security Agreement to be duly executed as of the day first written above.

DEBTOR:

CONTINENTAL ELECTRONICS CORPORATION, a Nevada corporation

By: _____
Robert A. Grimes
President

SECURED PARTY:

AMEGY BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Karley Hofer
Bank Officer

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Robert A. Grimes, the President of Continental Electronics Corporation, a Nevada corporation on behalf of said corporation.

Notary Public

(SEAL)

Printed Name

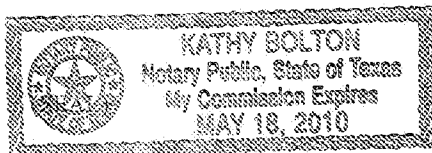
My Commission Expires:

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 1st day of October, 2008, by Karley Hofer, a Bank Officer of Amegy Bank National Association, a national banking association on behalf of said association.

Kathy Bolton
Notary Public

Kathy Bolton
Printed Name



My Commission Expires:
5-18-2010

SCHEDULE 1

TRADEMARKS

(See Attached)

All 20 years except as shown:

TRADEMARK

REGISTRATION NO.

DATED

REGISTERED TRADEMARKS

TRADEMARK	Reference #	Original Filing Date	COUNTRY	REGISTER NO.	STATUS	Last Renewal Date	At last filing AMT for Renewal	Next Renewal Date
CE (STYLIZED)	1301-015TM	2/16/1994	U.S.	1,946,274	Active	2005	\$1,000.00	01/09/16
CE & Design	1301-012TM	7/16/1984	U.S.	1,345,821	Active	2005	\$1,000.00	07/02/15
GAS CAP & Design	1301-013TM	8/11/1978	U.S.	1,123,869	Active	1999	\$725.00	08/07/09
BYTECAST	1301-017TM	5/5/1998	U.S.	2,155,443	Active	05/05/08	\$935.00	05/05/14

TRADEMARK

REEL: 003867 FRAME: 0096

RECORDED: 10/08/2008