

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citicorp North America, Inc.		10/17/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IRT Corporation		
<b>Street Address:</b>	3030 Callan Road		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1769161	SECURE 1000	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(425)657-7205		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	425-657-7200		
<b>Email:</b>	clay.west@spacelabs.com		
<b>Correspondent Name:</b>	Clarence F. West		
<b>Address Line 1:</b>	5150 220th Ave SE		
<b>Address Line 4:</b>	Issaquah, WASHINGTON 98029		
<b>ATTORNEY DOCKET NUMBER:</b>	IRT RELEASE		
<b>NAME OF SUBMITTER:</b>	Clarence F. West		
<b>Signature:</b>	/Clay West/		
<b>Date:</b>	10/17/2008		

**OP \$40.00 1769161**

**Total Attachments: 34**

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RELEASE AND REASSIGNMENT OF TRADEMARKS  
**IRT Corporation**

This Release and Reassignment of Trademarks (this "Release") is made on the 17th day of October 2008 by Citicorp North America, Inc. with a current place of business at 388 Greenwich Street, New York, New York 10013 ("Lender") in favor of IRT Corporation, a Delaware corporation, having an address of 3030 Callan Road, San Diego, CALIFORNIA 92121 ("Grantor").

WITNESSETH:

WHEREAS Grantor was party to that certain Trademark Security Agreement dated August 31, 1993 (the "Security Agreement") which provided, inter alia, for the granting of a security interest (the "Security Interest") in the trademark rights identified on Exhibit A hereto ("the Trademark") as collateral for a loan (the "Loan") granted by Sanwa Bank California ("Sanwa") pursuant to an Amended and Restated Revolving Credit and Letter of Credit Agreement, dated as of August 31, 1993, between Grantor and Sanwa (the "Credit Agreement"), which Security Interest was effected by assignment recorded by the U.S. Patent and Trademark Office at Reel 1058 Frame 0392 on November 1, 1993 a copy of which is attached hereto as Exhibit B..

WHEREAS Lender was party to that certain Assignment of Trademark Security Agreement dated December 29, 1993 which provided, inter alia, for the assignment by Sanwa of the Security Interest to Lender and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 1085, Frame 0144 on January 4, 1994, a copy of which is attached hereto as Exhibit C.

WHEREAS Lender has received full payment of the outstanding balance of the Loan, and all obligations of Grantor under the Credit Agreement have been satisfied; and

WHEREAS Grantor has requested Lender to release Grantor from its obligations under the Security Agreement, and to reassign to it all Trademarks that were the subject of the Security Agreement.

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

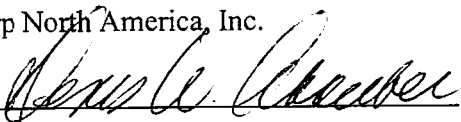
1. Lender hereby releases the Collateral (as defined in the Security Agreement), and reassigns to Grantor all rights and interests transferred under the Security Agreement.
2. Lender represents that it has the full right, power and authority to convey the interests herein reassigned, said interests being that originally conveyed under the Security Agreement, and that it has not executed any assignment in conflict herewith.
3. Lender covenants that it shall, upon Grantor's request and at Grantor's expense, execute and deliver all further documents or instruments as may be necessary or

appropriate to confirm, maintain and enforce the Release effected hereby or to otherwise effectuate the purposes hereof.

IN WITNESS WHEREOF, Lender has caused its corporate name to be hereto signed on the date indicated above.

Citicorp North America, Inc.

By:



Name:

DENIS W. SCHREIBER

Title: Vice President

**EXHIBIT A**

List of Trademarks

TRADEMARK	REGISTRATION DATE	REGISTRATION NO.
SECURE 1000	May 4, 1993	1769161

EXHIBIT B

Assignment of US Trademark Registration number 1769161  
from IRT Corporation to Sanwa Bank California

EXHIBIT B

40.00 481 0 7427-136



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office Any Efile No:

To the Honorable Commissioner of Patents and Trademarks: Please enclose the attached original document or copy thereof.

1 Name of conveying party(ies): Corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other

2 Name and address of receiving party(ies):
Name: Sunam Bank California
Internal Address:
Street Address: 1280 Fourth Avenue
City: San Diego State: CA ZIP: 92139
Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership:
Corporation-State:
Other: California bank

3 Nature of conveyance: 08 8/31/93 Ca.
Assignment Merger
Security Agreement Change of Name
Other:
Execution Date: 08/31/93

If assignee is not domiciled in the United States, a domestic representative is attached:
Designation must be a separate document from Assignment
Additional name(s) & address(es) attached:

4 Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)

Additional numbers attached: Yes No

RECEIVED 29 NOV 22 PM 3:49 SIGNMENT BRANCH

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

Name: Pauline Stevens
Internal Address: Morrison & Foerster
Street Address: 555 West Fifth St., Ste. 3500
City: Los Angeles, CA ZIP: 90013

6 Total number of applications and patents involved: 1

7 Total fee (37 CFR 3.41): \$40.00

Enclosed
Authorized to be charged to deposit account

8 Deposit account number: 08-1952

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

89146582

9 Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pauline Stevens [Signature] Oct 28, 1993
Name of Patent Signing Signature Date

10 Total number of pages including cover sheet, attachments and documents: 3

090 BA 11/17/93 1769161

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of ~~August 31~~, 1993 is between IRT CORPORATION, a Delaware corporation (the "Collateral Owner"), and SANWA BANK CALIFORNIA, a California bank ("Secured Party").

RECITALS

A. The Secured Party has agreed to extend credit and other financial accommodations to the Collateral Owner on the terms and conditions contained in the Amended and Restated Revolving Credit and Letter of Credit Agreement dated as of August 31, 1993 (as amended, modified or waived from time to time, the "Credit Agreement").

B. Among those terms and conditions is the requirement that the Collateral Owner execute and deliver this Agreement relating to:

1. The Collateral Owner's rights, or interests in (as a licensee or otherwise), various intangible assets, including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or product and/or business identifiers pertaining to the products, services and business of the Collateral Owner whether now and/or hereafter acquired by the Collateral Owner (collectively, the "Trademarks").

2. All registrations and applications which have heretofore been or may hereafter be issued thereon or applied for by the Collateral Owner ("Registrations"), and all common law and other rights in and to Trademarks now owned or hereafter acquired by the Collateral Owner ("Trademark Rights"); and

3. All goodwill of the Collateral Owner's businesses symbolized by the Trademarks and associated therewith (the "Associated Goodwill").

AGREEMENT

In consideration of the premises and other good and valuable consideration, the Collateral Owner agrees as follows:

1. PLEDGE AND CONDITIONAL ASSIGNMENT. The Collateral Owner hereby pledges and mortgages to Secured Party the full and exclusive right, title and interest in, under and to all of the following (the "Collateral") to secure payment and performance of the Obligations (as defined in Section 2 below):



(a) All Trademarks and rights and interests in the Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by the Collateral Owner, in conducting its business, including, without limitation, the Trademarks specifically identified in Schedule 1 attached hereto, as the same may be amended pursuant hereto from time to time;

(b) All Trademark Rights now owned or hereafter acquired;

(c) All federal, state and foreign Registrations now or hereafter owned, granted or applied for;

(d) The right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights;

(e) The right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Collateral Owner or the Agent or Secured Party for past, present and future infringements of the Trademarks, Registrations, or Trademark Rights;

(f) All Associated Goodwill now owned or hereafter acquired;

(g) All rights and interests now or hereafter owned or held pursuant to licensing or other contracts pertaining to the Trademarks, Registrations, or Trademark Rights;

(h) All documents which reveal the name and address of all sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery, for all materials, products and components used in connection with the Trademarks, Registrations or Trademark Rights;

(i) All specifications as to, and quality control manuals used in connection with operations, conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights; and

(j) All additions improvements and accessions to and substitutions for, replacements of, and all products and proceeds of any and all of the foregoing Collateral.

2. **OBIGATIONS.** The obligations secured by this Agreement consist of and the term "Obligations" as used in this Agreement shall mean: all Obligations (as defined in the Credit Agreement) of the Collateral Owner to the Secured Party and all other obligations, liabilities and covenants of the Collateral Owner to the Secured Party under the Credit Agreement, this Agreement and the other Loan Documents (as defined in the Credit Agreement), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, whether incurred directly or

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acquired by the Secured Party by assignment or otherwise, whether primary or secondary, joint, several, joint and several, or otherwise due or to become due, and whether evidenced by a note, and all renewals and extensions of such items, or any of them. As used herein, "Obligations" shall include, without limitation, all principal and interest, fees, commissions and costs due to Secured Party under the Credit Agreement together with all amendments, renewals, extensions and modifications thereof.

3. NO PRESENT ASSIGNMENT. Neither this Agreement nor any other document or instrument between or among the Collateral Owner and the Secured Party creates or is intended to create a present assignment of the Collateral. Subject to the security interest in favor of the Secured Party, and the other obligations of the Collateral Owner in this Agreement, it is the intention of the parties that the Collateral Owner continue to own the Collateral and upon the indefeasible payment and performance in full of all of the Obligations, the security interest of the Secured Party in and to the Collateral shall be released, and thereafter the Secured Party shall no longer have any interest therein.

4. REPRESENTATIONS AND WARRANTIES. The Collateral Owner represents and warrants that:

(a) Collateral Complete. A true and complete list of all Trademarks, Registrations and Trademark Rights recorded with the Patent and Trademark Office of the United States is set forth in Schedule I annexed hereto:

(b) Collateral in Effect. Each of the registrations of the Trademarks, Registrations and Trademark Rights is presently subsisting and in full force and effect or, if so indicated on Schedule I, in registration. The Collateral Owner possesses the right to use each of the Trademarks in the geographical areas and with respect to the goods and services on which said Trademarks have heretofore been used by the Collateral Owner:

(c) Claims of Others. Except as may otherwise be provided from time to time in the Credit Agreement, there are no outstanding claims by third parties that the use of any Trademarks, Registrations or Trademark Rights does or may violate the rights of any third person; the Collateral Owner is the sole owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Collateral Owner acquires rights in the Collateral, will be the sole owner thereof); except for the security interest in favor of the Secured Party hereunder and as otherwise permitted by the Credit Agreement no Person (as defined in the Credit Agreement) has (or, in the case of after-acquired Collateral, at the time the Collateral Owner acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge) in, against or to the Collateral:

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(d) Lien Priority. This Agreement and the Security Agreement grant to the Secured Party a valid, first priority perfected and enforceable Lien on the Collateral except for any Liens (as defined in the Credit Agreement) permitted under the Credit Agreement; and

(e) Accuracy of Information. All information heretofore, herein or hereafter supplied to the Secured Party by or on behalf of the Collateral Owner with respect to the Collateral is or shall be accurate and complete in all material respects.

5. COVENANTS REGARDING TRADEMARK APPLICATIONS AND LITIGATION. Except as otherwise provided in the Credit Agreement, the Collateral Owner hereby agrees:

(a) Preservation of Collateral. The Collateral Owner shall diligently preserve and maintain the Trademarks and Associated Goodwill and renew the Registrations. Unless no longer used or useful in the business of the Collateral Owner, the Collateral Owner shall not abandon any Trademarks or Registrations without the prior written consent of the Secured Party. The Collateral Owner shall promptly pay all fees reasonably necessary to maintain the Trademark and Registrations in full force and effect.

(b) Prosecution of Actions to Protect Collateral. Except as provided in Section 7 and notwithstanding Section 1 hereof, the Collateral Owner shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Trademarks, the Registrations, the Associated Goodwill or the Trademark Rights.

(c) Defense of Actions Regarding Collateral. The Collateral Owner will, promptly following its becoming aware thereof, notify the Secured Party in writing (which writing shall include all pertinent details available to the Collateral Owner) of the institution of, or any adverse determination in, any proceeding in the Patent and Trademark Office of the United States ("PTO") or any federal, state, local or foreign court or other competent tribunal regarding the Collateral Owner's claim of ownership in or right to use or register any of the Trademarks.

(d) Disposition of Collateral. The Collateral Owner will not sell, license, or contract for sale or otherwise dispose of the Collateral or any portion thereof without the prior written consent of the Secured Party, other than in the ordinary course of business.

(e) Addition of Collateral. If the Collateral Owner hereafter becomes the owner or licensee (under a license registered with the PTO) of any Trademark for which registration exists or registers a Trademark, then within thirty (30) days thereafter or as soon thereafter

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as reasonable, the Collateral Owner shall amend Schedule 1 to add such Trademark and shall file any documents or financing statements with the PTO or applicable state or other governmental authorities as are reasonably necessary to confirm or perfect the grant of security interest in such Trademark hereunder.

6. OTHER COVENANTS OF THE COLLATERAL OWNER. Except as otherwise permitted or required by the Credit Agreement, the Collateral Owner further hereby agrees:

(a) Further Assurance. To procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by the Secured Party to perfect, maintain and protect the security interest hereunder and the priority thereof;

(b) Inspection Rights. At any reasonable time, upon demand by the Secured Party, permit the Secured Party (or Persons (as defined in the Agreement) designated by the Secured Party) to inspect records concerning the Collateral (provided that such inspection shall not unreasonably interfere with the conduct of the Collateral Owner's business);

(c) Location of Records. To keep the records concerning the Collateral at the location(s) referred to in Section 20 below;

(d) Change in Name. To notify the Secured Party before any such change shall occur of any change in the Collateral Owner's name, identity or structure; and

(e) Accounting. At any time while an Event of Default is continuing, to account fully for and promptly deliver to the Secured Party in the form received, all proceeds of the Collateral received, endorsed to the Secured Party as appropriate, and until so delivered all proceeds shall be held by the Collateral Owner in trust for the Secured Party separate from all other property of the Collateral Owner and identified as the property of the Secured Party.

7. DEFAULT AND REMEDIES. Following the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement) and the Obligations (as defined in the Credit Agreement) becoming due and payable on or prior to their due date as a result thereof, the Collateral Owner agrees that:

(a) Rights of Agent. The Secured Party may, without notice to or demand upon the Collateral Owner: (i) foreclose or otherwise enforce the security interest in the Collateral in any manner permitted by law or provided for hereunder; (ii) otherwise dispose of the Collateral or any part thereof at one or more public or private sales, for cash or credit or future delivery, on such terms and in such manner as the Secured Party may determine; (iii) require the Collateral

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Owner to assemble books and records to the Collateral and make such available to Secured Party at a reasonably convenient place to be designated by the Secured Party; (iv) transfer registrations of the Collateral into the name of the Secured Party (or any agent designated by it); (v) bring suit in the name of the Collateral Owner or the Secured Party to enforce the Trademarks, Registrations or Trademark Rights and any license thereunder; and (vi) enter into licenses of the Collateral and generally prepare it for disposition in any manner and to the extent the Secured Party deems appropriate. Upon any sale or other disposition pursuant to this Agreement, the Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof any Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including any Secured Party) of any Collateral shall hold such Collateral free from any claim or right of whatever kind of the Collateral Owner, its successors or assigns, including any equity or right of redemption of the Collateral Owner, and the Collateral Owner specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(b) Assignments. Upon the written demand of the Secured Party, the Collateral Owner shall execute and deliver to the Secured Party an assignment or assignments of the Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement. The Collateral Owner agrees that such an assignment shall be applied to reduce the Obligations outstanding only to the extent that the Secured Party receives such proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Failure Rights of Collateral Owner. Upon the occurrence of an Event of Default and exercise of remedies against the Collateral by the Secured Party, the Collateral Owner shall:

Never thereafter, without the written authorization of the owner or owners of the Collateral, as applicable, use any of such Collateral or any trademark confusingly similar with any Trademark included in such Collateral, on or in connection with the same or any related goods or services.

8. THE COLLATERAL OWNER REMAINS LIABLE. Anything herein to the contrary notwithstanding (a) the Collateral Owner shall remain liable to perform all of its duties and obligations under the contracts and agreements included in the Collateral to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Collateral Owner from any of its duties or obligations under the contracts and agreements included in the Collateral, (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement nor shall the Secured Party

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be obligated to perform any of the obligations or duties of the Collateral Owner thereunder or to take any action to collect or enforce any claim for payment assigned hereunder, and (d) the powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers.

9. THE SECURED PARTY APPOINTED ATTORNEY-IN-FACT. The Collateral Owner hereby grants to the Secured Party the exclusive, irrevocable power of attorney, with full authority in the place and stead of the Collateral Owner and in the name of the Collateral Owner, the Secured Party or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable to enforce its rights with respect to any of the Collateral and to execute and deliver any of the assignments or documents requested by the Secured Party pursuant hereto. The Collateral Owner hereby ratifies all that such attorney-in-fact may lawfully do or cause to be done by virtue hereof.

10. THE AGENT MAY PERFORM. If the Collateral Owner fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Secured Party, including the fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Collateral Owner under Section 13 hereof.

11. EXPENSES. The Collateral Owner will, upon demand, pay to the Secured Party the amount of any and all reasonable fees and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Secured Party may incur in connection with (a) the administration of this Agreement (including, without limitation, the filing or recording of any documents), (b) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights of the Secured Party hereunder or (d) the failure by the Collateral Owner to perform or observe any of the provisions hereof.

12. FURTHER ASSURANCES. The Collateral Owner hereby agrees, at its own expense, to execute and deliver, from time to time, any and all further, or other instruments, and to perform such acts, as the Secured Party may reasonably request to effect the purposes hereof and to secure to Secured Party the benefit of all rights, authorities and remedies conferred upon it by the terms of this Agreement.

13. INDEMNIFICATION. The Collateral Owner hereby agrees to indemnify and hold harmless the Secured Party for any and all liabilities, obligations, losses, penalties, actions, judgments, suits,

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costs, expenses, disbursements, claims, causes of action, or damages of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Party in connection with this Agreement, including, without limitation, trademark infringement suits that may be brought against the Secured Party, acting as agent, other than those which arise from or as a result of the gross negligence or willful misconduct of the Secured Party or persons acting on behalf of the Secured Party.

14. CUMULATIVE RIGHTS. The rights, powers and remedies of the Secured Party under this Agreement shall be in addition to all rights, powers and remedies given to the Secured Party by virtue of any statute or rule of law or the Credit Agreement or any other document, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing any of the Secured Party's security interest in the Collateral.

15. WAIVER. Any waiver, forbearance, failure or delay by the Secured Party in exercising, or the exercise or beginning of exercise by the Secured Party of, any right, power or remedy, simultaneous or later shall not preclude the further, simultaneous or later exercise thereof, and every right, power or remedy of the Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by the Secured Party.

16. BINDING UPON SUCCESSORS. All rights of the Secured Party hereunder shall incur to the benefit of successors and assigns, and all obligations of the Collateral Owner shall bind its heirs, executors, administrators, successors and assigns.

17. ENTIRE AGREEMENT; SEVERABILITY. This Agreement constitutes the entire trademark security agreement and conditional assignment between the Collateral Owner and the Secured Party. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing such provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

18. CHOICE OF LAW. THE COLLATERAL OWNER AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE COVERED BY THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, TO THE JURISDICTION OF WHICH THE COLLATERAL OWNER CONSENTS.

19. AMENDMENTS. This Agreement may not be amended or modified except by a writing signed by Collateral Owner and Secured Party.

20. CHIEF PLACE OF BUSINESS; RECORDS. The Collateral Owner represents that its chief place of business is located at 6020-300 Cornerstone Court West, San Diego, CA 92121.

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21. TERMINATION. When all Obligations have been indefeasibly paid in full, this Agreement shall terminate, and the Secured Party shall, upon the request and at the expense of the Collateral Owner, forthwith assign, transfer and deliver, against receipt and without recourse to the Secured Party, such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Collateral Owner.


22. NOTICE. Any written notice, consent or other communication provided for in this Agreement shall be delivered to the address or facsimile number set forth beside each party's name below.

IET CORPORATION

By:   
Title: Chief Financial Officer

Address: 6020-300 Cornerstone Court  
West  
San Diego, CA 92121

SANWA BANK CALIFORNIA

By:   
Title: VICE PRESIDENT

Address: 1280 Fourth Avenue  
San Diego, CA 92139

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**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of Los Angeles

On Oct 27, 1993 before me, Sally M. Spring, Notary Public  
DATE NAME OF OFFICER - E.G., "JOHN Q. PUBLIC"

personally appeared John D. Chinski  
NAME OF SIGNER

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal  
Sally M. Spring  
NAME OF OFFICER

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER(S) Vice President
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
 NAME OF PERSON(S) OR ENTITY(S)  
SANWA BANK  
CALIFORNIA

ATTENTION NOTICE: Although the information requested below is OPTIONAL, it would prevent the most efficient attachment of this certificate to an unrecorded document.

**THIS CERTIFICATE  
 MUST BE ATTACHED  
 TO THE DOCUMENT  
 DESCRIBED AT RIGHT:**

Title or Type of Document \_\_\_\_\_  
 Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
 Signer(s) Other than Named Above \_\_\_\_\_

TRADEMARK  
 1058 FINEL402

SCHEDULE I

TRADEMARKS

Secure 1000

Registration Number 1769161  
(in registration)

REEL 1058 FRAME 403  
TRADEMARK

RECORDED  
DEED & TRADEMARK OFFICE

NOV -1 93

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF SAN DIEGO )

On October 25, 1993, before me, Wendye Lyn Conn, a Notary Public in and for said County and State, personally appeared Kathleen E. Terry, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Wendye Lyn Conn*  
\_\_\_\_\_  
Wendye Lyn Conn

TRADEMARK

REEL 1058 FRAME 014

[SEAL]

**EXHIBIT C**

Assignment of US Trademark Registration number 1769161  
from Sanwa Bank California to Citicorp North America, Inc.

EXHIBIT C

FORM PTO-1584  
(Rev. 6-93)  
OMB No. 0651-0011

Tab settings

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Sanwa Bank California

- Individual(s)
- General Partnership
- Corporation-State
- Other California bank 99

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal Address:

Street Address: 599 Lexington Ave., 21st Floor  
City: New York State: NY ZIP: 10043

- Individual(s) citizenship
- Association national banking association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance: 01

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

Execution Date: December 29, 1993

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,769,161

Additional numbers attached?  Yes  No

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

Name: Melissa S. Mallers

Internal Address: Sidley & Austin

Street Address: One First National Plaza

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

040 TD 01/12/94 1769161

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40.00 CK

89148077

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Melissa S. Mallers

Name of Person Signing

Melissa S. Mallers  
Signature

01/03/94  
Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231



40-481

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JAN 18 AM 8:30  
TRADemark BRANCH



TRADemark

JAN 18 1994

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

For value received, Sanwa Bank California ("Assignor") hereby assigns to Citicorp North America, Inc. all Assignor's right, title and interest in the Trademark Security Agreement, dated as of August 31, 1993, between Assignor and IRT Corporation. This assignment is made without recourse and without representation or warranty, express or implied, except as specifically set forth in the Purchase Agreement, dated as of December 28, 1993, between Assignor and Citicorp North America, Inc.

Dated: December 29, 1993

SANWA BANK CALIFORNIA  
a California banking corporation

By: 

Name: JOHN D. OLINSKI

Title: VICE PRESIDENT

601 South Figueroa Street  
Los Angeles, California 90017

TRADEMARK

NEE 1085 RME145

STATE OF CALIFORNIA     )  
                                  ) ss.  
COUNTY OF LOS ANGELES    )

On the 28th day of December, 1993, before me, the undersigned, a notary public for said State, personally appeared John D. Olivski, known to me to be the Vice President of Sanwa Bank California that executed the within instrument, and acknowledged to me that such bank executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



Alice M. Downing  
Notary Public

TRADEMARK  
REG. 1085 FRANE 46

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of August 31, 1993 is between IRT CORPORATION, a Delaware corporation (the "Collateral Owner"), and SANWA BANK CALIFORNIA, a California bank ("Secured Party").

RECITALS

A. The Secured Party has agreed to extend credit and other financial accommodations to the Collateral Owner on the terms and conditions contained in the Amended and Restated Revolving Credit and Letter of Credit Agreement dated as of August 31, 1993 (as amended, modified or waived from time to time, the "Credit Agreement").

B. Among those terms and conditions is the requirement that the Collateral Owner execute and deliver this Agreement relating to:

1. The Collateral Owner's rights, or interests in (as a licensee or otherwise), various intangible assets, including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or product and/or business identifiers pertaining to the products, services and business of the Collateral Owner whether now and/or hereafter acquired by the Collateral Owner (collectively, the "Trademarks").

2. All registrations and applications which have heretofore been or may hereafter be issued thereon or applied for by the Collateral Owner ("Registrations"), and all common law and other rights in and to Trademarks now owned or hereafter acquired by the Collateral Owner ("Trademark Rights"); and

3. All goodwill of the Collateral Owner's businesses symbolized by the Trademarks and associated therewith (the "Associated Goodwill").

AGREEMENT

In consideration of the premises and other good and valuable consideration, the Collateral Owner agrees as follows:

1. PLEDGE AND CONDITIONAL ASSIGNMENT. The Collateral Owner hereby pledges and mortgages to Secured Party the full and exclusive right, title and interest in, under and to all of the following (the "Collateral") to secure payment and performance of the Obligations (as defined in Section 2 below):



(a) All Trademarks and rights and interests in the Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by the Collateral Owner, in conducting its business, including, without limitation, the Trademarks specifically identified in Schedule 1 attached hereto, as the same may be amended pursuant hereto from time to time;

(b) All Trademark Rights now owned or hereafter acquired;

(c) All federal, state and foreign Registrations now or hereafter owned, granted or applied for;

(d) The right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights;

(e) The right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Collateral Owner or the Agent or Secured Party for past, present and future infringements of the Trademarks, Registrations, or Trademark Rights;

(f) All Associated Goodwill now owned or hereafter acquired;

(g) All rights and interests now or hereafter owned or held pursuant to licensing or other contracts pertaining to the Trademarks, Registrations, or Trademark Rights;

(h) All documents which reveal the name and address of all sources of supply, distribution methods and all terms of purchase, rental, license or use and delivery, for all materials, products and components used in connection with the Trademarks, Registrations or Trademark Rights;

(i) All specifications as to, and quality control manuals used in connection with operations, conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights; and

(j) All additions improvements and accessions to and substitutions for, replacements of, and all products and proceeds of any and all of the foregoing Collateral.

2. OBLIGATIONS. The obligations secured by this Agreement consist of and the term "Obligations" as used in this Agreement shall mean: all Obligations (as defined in the Credit Agreement) of the Collateral Owner to the Secured Party and all other obligations, liabilities and covenants of the Collateral Owner to the Secured Party under the Credit Agreement, this Agreement and the other Loan Documents (as defined in the Credit Agreement), whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, whether incurred directly or

TRADEMARK

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acquired by the Secured Party by assignment or otherwise, whether primary or secondary, joint, several, joint and several, or otherwise due or to become due, and whether evidenced by a note, and all renewals and extensions of such items, or any of them. As used herein, "Obligations" shall include, without limitation, all principal and interest, fees, commissions and costs due to Secured Party under the Credit Agreement together with all amendments, renewals, extensions and modifications thereof.

3. NO PRESENT ASSIGNMENT. Neither this Agreement nor any other document or instrument between or among the Collateral Owner and the Secured Party creates or is intended to create a present assignment of the Collateral. Subject to the security interest in favor of the Secured Party, and the other obligations of the Collateral Owner in this Agreement, it is the intention of the parties that the Collateral Owner continue to own the Collateral and upon the indefeasible payment and performance in full of all of the Obligations, the security interest of the Secured Party in and to the Collateral shall be released, and thereafter the Secured Party shall no longer have any interest therein.

4. REPRESENTATIONS AND WARRANTIES. The Collateral Owner represents and warrants that:

(a) Collateral Complete. A true and complete list of all Trademarks, Registrations and Trademark Rights recorded with the Patent and Trademark Office of the United States is set forth in Schedule 1 annexed hereto:

(b) Collateral in Effect. Each of the registrations of the Trademarks, Registrations and Trademark Rights is presently subsisting and in full force and effect or, if so indicated on Schedule I, in registration. The Collateral Owner possesses the right to use each of the Trademarks in the geographical areas and with respect to the goods and services on which said Trademarks have heretofore been used by the Collateral Owner;

(c) Claims of Others. Except as may otherwise be provided from time to time in the Credit Agreement, there are no outstanding claims by third parties that the use of any Trademarks, Registrations or Trademark Rights does or may violate the rights of any third person; the Collateral Owner is the sole owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Collateral Owner acquires rights in the Collateral, will be the sole owner thereof); except for the security interest in favor of the Secured Party hereunder and as otherwise permitted by the Credit Agreement no Person (as defined in the Credit Agreement) has (or, in the case of after-acquired Collateral, at the time the Collateral Owner acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge) in, against or to the Collateral;

TRADEMARK

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(d) Lien Priority. This Agreement and the Security Agreement grant to the Secured Party a valid, first priority perfected and enforceable Lien on the Collateral except for any Liens (as defined in the Credit Agreement) permitted under the Credit Agreement; and

(e) Accuracy of Information. All information heretofore, herein or hereafter supplied to the Secured Party by or on behalf of the Collateral Owner with respect to the Collateral is or shall be accurate and complete in all material respects.

5. COVENANTS REGARDING TRADEMARK APPLICATIONS AND LITIGATION. Except as otherwise provided in the Credit Agreement, the Collateral Owner hereby agrees:

(a) Preservation of Collateral. The Collateral Owner shall diligently preserve and maintain the Trademarks and Associated Goodwill and renew the Registrations. Unless no longer used or useful in the business of the Collateral Owner, the Collateral Owner shall not abandon any Trademarks or Registrations without the prior written consent of the Secured Party. The Collateral Owner shall promptly pay all fees reasonably necessary to maintain the Trademark and Registrations in full force and effect.

(b) Prosecution of Actions to Protect Collateral. Except as provided in Section 7 and notwithstanding Section 1 hereof, the Collateral Owner shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Trademarks, the Registrations, the Associated Goodwill or the Trademark Rights.

(c) Defense of Actions Regarding Collateral. The Collateral Owner will, promptly following its becoming aware thereof, notify the Secured Party in writing (which writing shall include all pertinent details available to the Collateral Owner) of the institution of, or any adverse determination in, any proceeding in the Patent and Trademark Office of the United States ("PTO") or any federal, state, local or foreign court or other competent tribunal regarding the Collateral Owner's claim of ownership in or right to use or register any of the Trademarks.

(d) Disposition of Collateral. The Collateral Owner will not sell, license, or contract for sale or otherwise dispose of the Collateral or any portion thereof without the prior written consent of the Secured Party, other than in the ordinary course of business.

(e) Addition of Collateral. If the Collateral Owner hereafter becomes the owner or licensee (under a license registered with the PTO) of any Trademark for which registration exists or registers a Trademark, then within thirty (30) days thereafter or as soon thereafter

TRADEMARK

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as reasonable, the Collateral Owner shall amend Schedule 1 to add such Trademark and shall file any documents or financing statements with the PTO or applicable state or other governmental authorities as are reasonably necessary to confirm or perfect the grant of security interest in such Trademark hereunder.

6. OTHER COVENANTS OF THE COLLATERAL OWNER. Except as otherwise permitted or required by the Credit Agreement, the Collateral Owner further hereby agrees:

(a) Further Assurance. To procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by the Secured Party to perfect, maintain and protect the security interest hereunder and the priority thereof;

(b) Inspection Rights. At any reasonable time, upon demand by the Secured Party, permit the Secured Party (or Persons (as defined in the Agreement) designated by the Secured Party) to inspect records concerning the Collateral (provided that such inspection shall not unreasonably interfere with the conduct of the Collateral Owner's business);

(c) Location of Records. To keep the records concerning the Collateral at the location(s) referred to in Section 20 below;

(d) Change in Name. To notify the Secured Party before any such change shall occur of any change in the Collateral Owner's name, identity or structure; and

(e) Accounting. At any time while an Event of Default is continuing, to account fully for and promptly deliver to the Secured Party in the form received, all proceeds of the Collateral received, endorsed to the Secured Party as appropriate, and until so delivered all proceeds shall be held by the Collateral Owner in trust for the Secured Party separate from all other property of the Collateral Owner and identified as the property of the Secured Party.

7. DEFAULT AND REMEDIES. Following the occurrence and during the continuation of an Event of Default (as defined in the Credit Agreement) and the Obligations (as defined in the Credit Agreement) becoming due and payable on or prior to their due date as a result thereof, the Collateral Owner agrees that:

(a) Rights of Agent. The Secured Party may, without notice to or demand upon the Collateral Owner: (i) foreclose or otherwise enforce the security interest in the Collateral in any manner permitted by law or provided for hereunder; (ii) otherwise dispose of the Collateral or any part thereof at one or more public or private sales, for cash or credit or future delivery, on such terms and in such manner as the Secured Party may determine; (iii) require the Collateral

TRADEMARK

REG 1085 FRANK 151

Owner to assemble books and records to the Collateral and make such available to Secured Party at a reasonably convenient place to be designated by the Secured Party; (iv) transfer registrations of the Collateral into the name of the Secured Party (or any agent designated by it); (v) bring suit in the name of the Collateral Owner or the Secured Party to enforce the Trademarks, Registrations or Trademark Rights and any license thereunder; and (vi) enter into licenses of the Collateral and generally prepare it for disposition in any manner and to the extent the Secured Party deems appropriate. Upon any sale or other disposition pursuant to this Agreement, the Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof any Collateral or portion thereof so sold or disposed of. Each purchaser at any such sale or other disposition (including any Secured Party) of any Collateral shall hold such Collateral free from any claim or right of whatever kind of the Collateral Owner, its successors or assigns, including any equity or right of redemption of the Collateral Owner, and the Collateral Owner specifically waives (to the extent permitted by law) all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted.

(b) Assignments. Upon the written demand of the Secured Party, the Collateral Owner shall execute and deliver to the Secured Party an assignment or assignments of the Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement. The Collateral Owner agrees that such an assignment shall be applied to reduce the Obligations outstanding only to the extent that the Secured Party receives such proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Failure Rights of Collateral Owner. Upon the occurrence of an Event of Default and exercise of remedies against the Collateral by the Secured Party, the Collateral Owner shall:

Never thereafter, without the written authorization of the owner or owners of the Collateral, as applicable, use any of such Collateral or any trademark confusingly similar with any Trademark included in such Collateral, on or in connection with the same or any related goods or services.

8. THE COLLATERAL OWNER REMAINS LIABLE. Anything herein to the contrary notwithstanding (a) the Collateral Owner shall remain liable to perform all of its duties and obligations under the contracts and agreements included in the Collateral to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of the rights hereunder shall not release the Collateral Owner from any of its duties or obligations under the contracts and agreements included in the Collateral, (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement nor shall the Secured Party

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REF 1085 FORM 152

be obligated to perform any of the obligations or duties of the Collateral Owner thereunder or to take any action to collect or enforce any claim for payment assigned hereunder, and (d) the powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers.

9. THE SECURED PARTY APPOINTED ATTORNEY-IN-FACT. The Collateral Owner hereby grants to the Secured Party the exclusive, irrevocable power of attorney, with full authority in the place and stead of the Collateral Owner and in the name of the Collateral Owner, the Secured Party or otherwise, from time to time in the Secured Party's discretion, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable to enforce its rights with respect to any of the Collateral and to execute and deliver any of the assignments or documents requested by the Secured Party pursuant hereto. The Collateral Owner hereby ratifies all that such attorney-in-fact may lawfully do or cause to be done by virtue hereof.

10. THE AGENT MAY PERFORM. If the Collateral Owner fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the reasonable expenses of the Secured Party, including the fees and expenses of its counsel, so incurred in connection therewith shall be payable by the Collateral Owner under Section 13 hereof.

11. EXPENSES. The Collateral Owner will, upon demand, pay to the Secured Party the amount of any and all reasonable fees and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Secured Party may incur in connection with (a) the administration of this Agreement (including, without limitation, the filing or recording of any documents), (b) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (c) the exercise or enforcement of any of the rights of the Secured Party hereunder or (d) the failure by the Collateral Owner to perform or observe any of the provisions hereof.

12. FURTHER ASSURANCES. The Collateral Owner hereby agrees, at its own expense, to execute and deliver, from time to time, any and all further, or other instruments, and to perform such acts, as the Secured Party may reasonably request to effect the purposes hereof and to secure to Secured Party the benefit of all rights, authorities and remedies conferred upon it by the terms of this Agreement.

13. INDEMNIFICATION. The Collateral Owner hereby agrees to indemnify and hold harmless the Secured Party for any and all liabilities, obligations, losses, penalties, actions, judgments, suits,

TRADEMARK

REF 1085 PAGE 153

costs, expenses, disbursements, claims, causes of action, or damages of any kind and nature whatsoever which may be imposed on, incurred by or asserted against the Secured Party in connection with this Agreement, including, without limitation, trademark infringement suits that may be brought against the Secured Party, acting as agent, other than those which arise from or as a result of the gross negligence or willful misconduct of the Secured Party or persons acting on behalf of the Secured Party.

14. CUMULATIVE RIGHTS. The rights, powers and remedies of the Secured Party under this Agreement shall be in addition to all rights, powers and remedies given to the Secured Party by virtue of any statute or rule of law or the Credit Agreement or any other document, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing any of the Secured Party's security interest in the Collateral.

15. WAIVER. Any waiver, forbearance, failure or delay by the Secured Party in exercising, or the exercise or beginning of exercise by the Secured Party of, any right, power or remedy, simultaneous or later shall not preclude the further, simultaneous or later exercise thereof, and every right, power or remedy of the Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by the Secured Party.

16. BINDING UPON SUCCESSORS. All rights of the Secured Party hereunder shall incur to the benefit of successors and assigns, and all obligations of the Collateral Owner shall bind its heirs, executors, administrators, successors and assigns.

17. ENTIRE AGREEMENT; SEVERABILITY. This Agreement constitutes the entire trademark security agreement and conditional assignment between the Collateral Owner and the Secured Party. If any of the provisions of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing such provisions, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

18. CHOICE OF LAW. THE COLLATERAL OWNER AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, TO THE JURISDICTION OF WHICH THE COLLATERAL OWNER CONSENTS.

19. AMENDMENTS. This Agreement may not be amended or modified except by a writing signed by Collateral Owner and Secured Party.

20. CHIEF PLACE OF BUSINESS; RECORDS. The Collateral Owner represents that its chief place of business is located at 6020-300 Cornerstone Court West, San Diego, CA 92121.

TRADEMARK

REEL 1085 FRAME 154

21. TERMINATION. When all Obligations have been indefeasibly paid in full, this Agreement shall terminate, and the Secured Party shall, upon the request and at the expense of the Collateral Owner, forthwith assign, transfer and deliver, against receipt and without recourse to the Secured Party, such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof to or on the order of the Collateral Owner.

22. NOTICE. Any written notice, consent or other communication provided for in this Agreement shall be delivered to the address or facsimile number set forth beside each party's name below.

IRT CORPORATION

By: [Signature]  
Title: Chief Financial Officer

Address: 6020-300 Cornerstone Court  
West  
San Diego, CA 92121

SANWA BANK CALIFORNIA

By: [Signature]  
Title: VICE PRESIDENT

Address: 1280 Fourth Avenue  
San Diego, CA 92139

TRADEMARK

NEEL 1085 FRAME 155



**ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On 02.27.1993 before me, Sally M. Spring, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared John D. Chiuski  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal  
Sally M. Spring  
SIGNATURE OF NOTARY

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE VICE PRESIDENT  
OFFICER(S) TITLE(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(ES)  
SANWA BANK  
CALIFORNIA

**ATTENTION NOTARY:** Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to an unauthorized document.

**THIS CERTIFICATE  
MUST BE ATTACHED  
TO THE DOCUMENT  
DESCRIBED AT RIGHT:**

Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other than Named Above \_\_\_\_\_

TRADEMARK  
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SCHEDULE I

TRADEMARKS

Secure 1000

Registration Number 1769161  
(in registration)

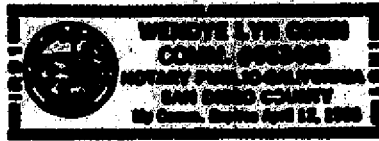
TRADEMARK


REEL 1085 FRAME 157

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SAN DIEGO )

On October 25, 1993, before me, Wendye Lyn Conn, a Notary Public in and for said County and State, personally appeared Kathleen E. Terry, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Wendye Lyn Conn

TRADEMARK

REEL 1085 FRAME 158

[SEAL]

RECORDED  
PATENT & TRADEMARK OFFICE

JAN -4 94

STATE OF N.Y.

COUNTY OF N.Y.

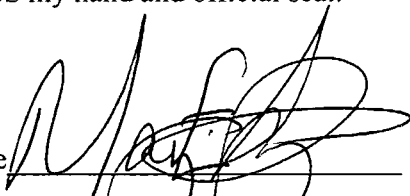
On 10/17/08 before me, Denis W. Schreier, personally  
appeared

As perant, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name() is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person( ,  
or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of  
New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

**MARLYN E. LIPTON**  
Notary Public, State of New York  
No. 31-4961582  
Qualified in New York County  
Commission Expires July 18, 2010