

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Broadcast Electronics, Inc.      |  | 11/12/2008            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <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  |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>      | 3297847  | TRE MESSAGE MANAGER   |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (312)993-2698  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 312-993-2698   |                       |                       |
| <b>Email:</b>                    | magdalini.rizakos@lw.com   |                       |                       |
| <b>Correspondent Name:</b>       | Magdalini Rizakos c/o Latham & Watkins   |                       |                       |
| <b>Address Line 1:</b>           | 233 South Wacker Drive, Suite 5800   |                       |                       |
| <b>Address Line 4:</b>           | Chicago, ILLINOIS 60606  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Magdalini Rizakos  |                       |                       |
| <b>Signature:</b>                | /mr/   |                       |                       |
| <b>Date:</b>                     | 11/12/2008   |                       |                       |

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

**WHEREAS**, Broadcast Electronics, Inc., a Delaware corporation (“Grantor”), owns certain Trademarks, including, without limitation, the Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

**WHEREAS**, Grantor, as Borrower, has entered into that certain Credit Agreement dated as of February 14, 2008 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with General Electric Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of February 14, 2006 (as the same may be amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “Security Agreement”), between Borrower and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor 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 Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the Liabilities (as defined in the Security Agreement);

**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.

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.

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**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 12 day of November, 2008.

BROADCAST ELECTRONICS, INC.,  
a Delaware corporation

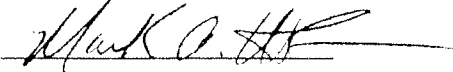
By: 

Name: JOSEPH W. REARK

Title: PRES & CEO

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,  
a Delaware corporation, as Agent

By: 

Name: Mark A. Uffaut

Title: Duly Authorized Signatory

[Signature Page to the Trademark Security Agreement]

Schedule 1  
to Trademark  
Security Agreement

U.S. TRADEMARK REGISTRATIONS

| <u>MARK</u>            | <u>REG. NO.</u> | <u>DATE</u> |
|------------------------|-----------------|-------------|
| TRE MESSAGE<br>MANAGER | 3,297,847       | 09/25/07    |

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