

**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>
Westell, Inc.		03/05/2009	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Private Bank and Trust Company		
<b>Street Address:</b>	120 South LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	State Chartered Bank: ILLINOIS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1991591	200 MECHANICS	
Registration Number:	2582781	ASTS	
Registration Number:	2847581	CELLPAK	
Registration Number:	1666561	TELTREND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-876-8086		
<b>Email:</b>	trademarks@sonnenschein.com		
<b>Correspondent Name:</b>	Debra S. Clark		
<b>Address Line 1:</b>	Wacker Drive Station, Sears Tower		
<b>Address Line 2:</b>	P.O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	09111821.0009		
<b>NAME OF SUBMITTER:</b>	Katie A. Krutzsch		

OP \$115.00 1991591

Signature:

/katie a. krutzsch/

Date:

03/26/2009

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 5, 2009, by WESTELL, INC., an Illinois corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois state chartered bank (the "Lender").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender, pursuant to which the Lender has agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

D. Pursuant to the terms of the Guaranty and Security Agreement, Grantor has granted to the Lender, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the Guaranty and Security Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

(1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Guaranty and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]


The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**WESTELL, INC.**

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


Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Lender

By:   
Name: WM ROBERTSON  
Title: MD

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**WESTELL, INC.**

By:   
Name: Amy T. Forster  
Title: Senior Vice President & Treasurer

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,  
as Lender

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

STATE OF ILLINOIS                    )  
  ) ss  
COUNTY OF COOK                    )

On this 5<sup>th</sup> day of March, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Lender, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

\_\_\_\_\_  
Notary Public *Susan T. Le*



STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF Will            )

On this 5<sup>th</sup> day of March, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Mary E. Schaedel  
Notary Public





SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

**Trademarks:**

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

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

**Patents:**

Country	Patent	Appl. No.	Filing Date	Patent No.	Issue Date
United States	Router-based domain name system proxy agent using address translation	09/310,188	May 12, 1999	6,480,508	November 12, 2002
United States	Multi-variate system having an intelligent telecommunications interface with automatic adaptive delay distortion equalization (and related method)	08/413,421	March 30, 1995	5,555,285	September 10, 1996