

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
Westell Technologies, Inc.		03/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Private Bank and Trust Company
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	State Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2980692	ENVOY SERVICE MANAGEMENT SYSTEM
Registration Number:	3421821	WESTELL SHADE
Registration Number:	3052931	LITELINE
Registration Number:	3057024	PROLINE
Registration Number:	2606249	SMARTLINK
Registration Number:	3425790	VIRTUALEDGE
Registration Number:	3002376	ULTRALINE
Registration Number:	3252144	VERSALINK
Registration Number:	2573273	W
Registration Number:	2199214	W
Registration Number:	2597390	W WESTELL
Registration Number:	2597389	WESTELL
Registration Number:	2165080	WESTELL
Registration Number:	3427261	POWERSPAN

OP \$390.00 2980692

Registration Number:

2929058

WIRESPEED

CORRESPONDENCE DATA

Fax Number: (312)876-7934

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

Phone: 312-876-8086

Email: trademarks@sonnenschein.com

Correspondent Name: Debra S. Clark

Address Line 1: Wacker Drive Station, Sears Tower

Address Line 2: P.O. Box 061080

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

09111821.0009

NAME OF SUBMITTER:

Katie A. Krutzsch

Signature:

/katie a. krutzsch/

Date:

03/26/2009

Total Attachments: 13

source=Technologies#page1.tif
source=Technologies#page2.tif
source=Technologies#page3.tif
source=Technologies#page4.tif
source=Technologies#page5.tif
source=Technologies#page6.tif
source=Technologies#page8.tif
source=Technologies#page9.tif
source=Technologies#page11.tif
source=Technologies#page12.tif
source=Technologies#page13.tif
source=Technologies#page14.tif
source=Technologies#page15.tif

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 5, 2009, by WESTELL TECHNOLOGIES, INC., a Delaware 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;

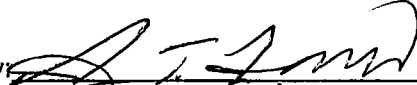
(6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent 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 TECHNOLOGIES, INC.

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

Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Lender

By: _____
Name: _____
Title: _____

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 TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____


Acknowledged:

THE PRIVATEBANK AND TRUST COMPANY,
as Lender

By: Wm Robertson
Name: Wm ROBERTSON
Title: MD

STATE OF ILLINOIS)
COUNTY OF Cook) ss
)

On this 5th 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



STATE OF ILLINOIS)
) ss
COUNTY OF Will)

On this 5th 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	ENVOY SERVICE MANAGEMENT SYSTEM	76/607,227	August 12, 2004	2,980,692	August 2, 2005
United States	WESTELL SHADE	77/21846	June 28, 2007	3,421,821	May 6, 2008
United States	LITELINE	76/631,730	February 22, 2005	3,052,931	January 31, 2006
United States	PROLINE	76/631,988	February 23, 2005	3,057,024	February 7, 2006
United States	SMARTLINK	75/240,503	February 12, 1997	2,606,249	August 13, 2002
United States	VIRTUAL EDGE	77/228150	July 12, 2007	3,425,790	May 13, 2008
United States	ULTRALINE	76/556,681	November 3, 2003	3,002,376	September 27, 2005
United States	VERSALINK	76/607,226	August 12, 2004	3,252,144	June 12, 2007
United States	W (STYLIZED)	76/185,198	December 22, 2000	2,573,273	May 28, 2002
United States	W (STYLIZED)	75/119,518	June 4, 1996	2,199,214	October 27, 1998
European Community	W (STYLIZED)	000181651	April 1, 1996	181651	February 1, 1999
United States	W WESTELL (STYLIZED)	76/185,274	December 22, 2000	2,597,390	July 23, 2002
United States	WESTELL	76/185,273	December 22, 2000	2,597,389	July 23, 2002
United States	WESTELL	75/119,519	June 4, 1996	2,165,080	June 16, 1998

Country	Trademark	Serial No.	Filing Date	Registration No.	Registration Date
European Community	WESTELL	000181289	April 1, 1996	181289	November 16, 1998
United States	POWERSPAN	76/576,391	February 17, 2004	34 27261	May 13, 2008
United States	WIRESPEED	75/617,451	January 8, 2005	2929058	March 1, 2005

PENDING APPLICATIONS:

NETWORKED HOMELIFE 77/510,576 Filed June 28, 2008

ULTRAVOICE 77/654,457 Filed November 7, 2008

OSPLANT SYSTEMS 77/609,681 Filed January 22, 2008

Material Unregistered Trademarks:

TRILINK

Material Intellectual Property Licenses:

Licensee	Licensor	Description	Effective Date
Westell Technologies, Inc.	Jungo	UltraLine Series 3	August, 2008
Westell Technologies, Inc.	Radvision	Software for Trilink technology	February 27, 2004
Westell Technologies, Inc.	ADA (now Actura)	OSPlant product	October 28, 1998
Westell Technologies, Inc.	FinePoint	OSPlant product	December 23, 2002
Westell Technologies, Inc.	WindRiver	Wstl product	July 24, 2003

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Country: United States of America	7218722	09/739716 15-May-2007	18-Dec-2000
<i>Title:</i> System and Method for Providing Call Management Services in a Virtual Private Network Using Voice or Video Over Internet Protocol			
09/636192		10-Aug-2000	
<i>Country:</i> United States of America			6718030
06-Apr-2004			
<i>Title:</i> Virtual Private Network System And Method Using Voice Over Internet Protocol			
Country: United States of America	7305006	10/225947 04-Dec-2007	22-Aug-2002
<i>Title:</i> System for Allowing A Single Device To Share Multiple Transmission Lines			
21-Mar-2002			10/103478
<i>Country:</i> United States of America		PD02-01	7406117
29-Jul-2008			
<i>Title:</i> XDSL Multi-Hybrid Modem with Power Spectral Density Shaping			
14-Mar-2002		ORD	10/097966
<i>Country:</i> United States of America			7076030
11-Jul-2006			
<i>Title:</i> Method and System for Testing XDSL Wiring			
25-Mar-2002		ORD	10/106271
<i>Country:</i> United States of America			7301894
27-Nov-2007			
<i>Title:</i> Method for Providing Fault Tolerance in an XDSL System			
27-Feb-2004		ORD	0404430.1
<i>Country:</i> United Kingdom			2399710
22-Mar-2006			
<i>Title:</i> Method for Maintaining Quality of Service for Telephone Calls Routed Between Circuit Switched Networks			
28-Dec-2000		ORD	09/750406
<i>Country:</i> United States of America			7106854
12-Sep-2006			
<i>Title:</i> XDSL System Having Selectable Hybrid Circuitry			
CIP		10/647817	25-Aug-2003
<i>Country:</i> United States of America			7145943
05-Dec-2006			
<i>Title:</i> XDSL System with Improved Impedance Circuitry			
ORD		09/038938	12-Mar-1998

	Country: United States of America	6115466
05-Sep-2000		
	Title: Subscriber Line System Having a Dual-Mode Filter for Voice Communications Over a Telephone Line	
CIP	09/083162	22-May-1998
	Country: United States of America	6144735
07-Nov-2000		
	Title: Filters for a Digital Subscriber Line System for Voice Communication Over a Telephone Line	
CIP	09/307871	10-May-1999
	Country: United States of America	6181775
30-Jan-2001		
	Title: Dual Test Mode Network Interface Unit for Remote Testing of Transmission Line and Customer Equipment	
ORD	09/384441	27-Aug-1999
	Country: United States of America	6137880
24-Oct-2000		
	Title: Passive Splitter Filter for Digital Subscriber Line Voice Communication for Complex Impedance Terminations	
CIP	09/433011	03-Nov-1999
	Country: United States of America	6278769
21-Aug-2001		
	Title: Signaling Method for Invoking a Test Mode in a Network Interface Unit	
PCT	10/181045	12-Jul-2002
	Country: United States of America	7092375
15-Aug-2006		
	Title: Modem Having Flexible Architecture for Connecting to Multiple Channel Interfaces	
	ORD	09/199562
25-Nov-1998		
	Country: United States of America	6212258
03-Apr-2001		
	Title: Device for Remotely Testing a Twisted Pair Transmission Line	
	ORD	11/453661
15-Jun-2006		
	Country: United States of America	7360137
15-Apr-2008		
	Title: Flash Programmer for Programming NAND Flash and NOR/NAND Combined Flash	
	ORD	08/929019
15-Sep-1997		
	Country: United States of America	6959084
25-Oct-2005		
	Title: Network Interface Unit Shelf Assembly With Multi-Positionable Customer Interface Module	
	DES	29/165196
07-Aug-2002		
	Country: United States of America	D487261
02-Mar-2004		
	Title: Ornamental Design For Network Interface Unit	
	ORD	07/841729
26-Feb-1992		
	Country: United States of America	5224149
29-Jun-1993		
	Title: Testing System for Digital Transmission Lines	

11-Sep-1992 ORD 07/943859
Country: United States of America 5680405
21-Oct-1997
Title: Method And System For Communicating The Status Of A Digital Transmission Line Element During Loopback.

16-Oct-1997 CON 08/951121
Country: United States of America 5889785
30-Mar-1999
Title: Method And System For Communicating The Status Of A Digital Transmission Line Element During Loopback.

13-Jan-1999 CON 09/229532
Country: United States of America 6151691
21-Nov-2000
Title: Method And System For Communicating The Status Of A Digital Transmission Line Element During Loopback.

31-Aug-2000 CON 09/652881
Country: United States of America 6453432
17-Sep-2002
Title: Method And System For Communicating The Status Of A Digital Transmission Line Element During Loopback.

16-Jul-1996 ORD 08/680833
Country: United States of America 5862200
19-Jan-1999
Title: Ground Fault Detector For T1 Span Equipment

20-Jul-1999 CON 09/357612
Country: United States of America 6477250
05-Nov-2002
Title: Adjustable Hybrid Having Dial Tone Alignment Configuration

CPA 08/711680 04-Sep-1996
Country: United States of America 6111949
29-Aug-2000
Title: Method Of Rapid Automatic Hybrid Balancing

ORD Country: United States of America 6118763 29-May-1998
Signal Processing Unit for NETWORK INTERFACE UNIT 13-Feb-2001

PENDING PATENT APPLICATIONS-WESTELL TECHNOLOGIES, INC

03-Aug-2006 CON Published 11/498409
Country: United States of America
Title: System and Method For Providing Call Management Services In A Virtual Private Network Using Voice or Video Over Internet Protocol

App. Inventor(s): Turner, George W.; Noll, William J.; Harrington, Paul V.; Higgins, Rodger D.

ORD Published 11/241465 30-Sep-2005

Country: United States of America

Title: In-Home Voice-Over-Internet-Protocol Telephony Distribution

App. Inventor(s): Pitsoulakis, George; Simanonis, Christopher; Ziermann, Mark S.; Beegle, Mark Joseph

06-Sep-2006 ORD Published 11/516307

Country: United States of America

Title: System and Method for Optical Network Demarcation

App. Inventor(s): Simanonis, Christopher; Wynard, Daniel

ORD Pending MX/a/2007/005252 02-May-2007

Country: Mexico

Title: Programming Method for Write Buffer and Double Word Flash Programming

App. Inventor(s): Amidon, Greg; Addemir, Samil Asim

06-291-B1 ORD Published 200710102424.9
08-May-2007

Country: China (People's Republic)

Title: Flash Programmer For Programming NAND Flash And NOR/NAND Combined Flash

App. Inventor(s): Amidon, Greg; Addemir, Samil Asim; Topham, Greg

06-291-B2 ORD Pending MX/a/2007/005250
02-May-2007

Country: Mexico

Title: Flash Programmer For Programming NAND Flash And NOR/NAND Combined Flash

App. Inventor(s): Amidon, Greg; Addemir, Samil Asim; Topham, Greg

06-291-C1 ORD Published 200710102996.7
08-May-2007

Country: China (People's Republic)

Title: Parallel Programming Of Flash Memory During In-Circuit Test

App. Inventor(s): Amidon, Greg; Addemir, Samil Asim; Topham, Greg

06-291-C2 ORD Pending MX/a/2007/005251
02-May-2007

Country: Mexico

Title: Parallel Programming Of Flash Memory During In-Circuit Test

App. Inventor(s): Amidon, Greg; Addemir, Samil Asim; Topham, Greg

06-973-A ORD Published 11/857282
18-Sep-2007

Country: United States of America

Title: Active Cooling of Outdoor Enclosure Under Solar Loading

App. Inventor(s): Duquette, Ed; Patel, Minesh; Walker, Tony; Wynard, Daniel; Cors, Craig; Lantz, Greg

07-197-A ORD Published 11/936529
07-Nov-2007

Country: United States of America

Title: Apparatus And Method For Optimizing Use Of A Modem Jack

App. Inventor(s): Simanonis, Christopher

07-525-A ORD Pending 12/125540
22-May-2008 not published

Country: United States of America

Title: -----

App. Inventor(s): -----

28-Nov-2006

ORD

Country: United States of America Published US-2008-0125100-A1 29-May-2008
Mobile Device for Outbound Personality Portability

26-Sep-2007

ORD

Pending not published 11/862,042

Country: United States of America

Title:-----