

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
Beltronics USA Inc.		12/01/2010	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2751133	AUTOSCAN
Registration Number:	1765584	BEL
Registration Number:	2896738	BELTRONICS
Registration Number:	3072536	BELTRONICS
Registration Number:	1681876	EXPRESS
Registration Number:	3406931	PERFORMANCE RULES
Registration Number:	1706363	SHADOW TECHNOLOGY
Registration Number:	1874533	SWINGMATE
Registration Number:	1493929	VECTOR
Registration Number:	3052090	VECTOR
Registration Number:	1983085	VG-2 GUARD
Serial Number:	76610759	BEL
Serial Number:	77846331	BELTRONICS

CORRESPONDENCE DATA

900177698

**TRADEMARK
 REEL: 004423 FRAME: 0676**

CH \$340.00 2751133

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 845-3430
Email: kalwa@chapman.com
Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1947696
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	12/02/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 1, 2010, is made by BELTRONICS USA INC., an Illinois corporation, in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 1, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (to the extent not constituting Excluded Property) of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include any "intent to use" Trademark applications for which a statement of use has not been filed and accepted, and no security interest in or Lien on such assets shall be deemed granted hereunder (but only until such statement is filed and accepted).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BELTRONICS USA INC.

as Grantor

By: _____

Name: Mark L. Carr

Title: Vice President, Chief Financial
Officer, Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____

Name:

Title: Its Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 004423 FRAME: 0680

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

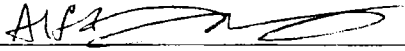
BELTRONICS USA INC.
as Grantor

By: _____

Name: Mark L. Carr
Title: Vice President, Chief Financial
Officer, Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 

Name: ALFREDO WONG
Title: Its Duly Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 004423 FRAME: 0681

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

U.S. TRADEMARKS

Mark	Country	Serial No/ Filing Date	Reg. No/ Reg. Date	Owner	Status
AUTOSCAN	U.S. Federal	76341057 11/21/2001	2751133 8/12/2003	Beltronics USA Inc.	Registered
BEL	U.S. Federal	73424846 5/6/1983	1765584 4/20/1993	Beltronics USA Inc.	Renewed (Registered)
BEL	U.S. Federal	76610759 9/10/2004		Beltronics USA Inc.	Pending
BELTRONICS	U.S. Federal	76515362 5/20/2003	2896738 10/26/2004	Beltronics USA Inc.	Registered
BELTRONICS	U.S. Federal	76610758 9/10/2004	3072536 3/28/2006	Beltronics USA Inc.	Registered
BELTRONICS	U.S. Federal	77846331 10/12/2009		Beltronics USA Inc.	Published (Pending) Intent to Use
EXPRESS	U.S. Federal	74162864 5/2/1991	1681876 4/7/1992	Beltronics USA Inc.	Renewed (Registered)
PERFORMANCE RULES	U.S. Federal	78776093 12/19/2005	3406931 4/1/2008	Beltronics USA Inc.	Registered
SHADOW TECHNOLOGY	U.S. Federal	74147192 3/11/1991	1706363 8/11/1992	Beltronics USA Inc.	Renewed (Registered)
SWINGMATE	U.S. Federal	74291476 7/6/1992	1874533 1/17/1995	Beltronics USA Inc.	Renewed (Registered)
VECTOR	U.S. Federal	73562563 10/11/1985	1493929 6/28/1988	Beltronics USA Inc.	Renewed (Registered) Section 44(D)
VECTOR	U.S. Federal	76518126 5/30/2003	3052090 1/31/2006	Beltronics USA Inc.	Registered
VG-2 GUARD	U.S. Federal	74607674 12/6/1994	1983085 6/25/1996	Beltronics USA Inc.	Renewed (Registered)

CANADIAN TRADEMARKS

Mark	Status	Ser. No./ Reg. No.	Filing Date/ Reg. Date	Owner
COMPUHETERODYNE	Registered	491,879 TMA284,130	September 9, 1982 October 14, 1983	Beltronics USA Inc.
SIGNAL CONCENTRATOR	Registered	503,202 TMA293,733	May 10, 1983 August 3, 1984	Beltronics USA Inc.
BEL DESIGN	Registered	544,167 TMA323,398	June 19, 1985 February 6, 1987	Beltronics USA Inc.
VECTOR	Registered	546,793 TMA325,778	July 25, 1985 April 10, 1987	Beltronics USA Inc.
MICRO EYE EXPRESS	Registered	550,580 TMA326,647	October 10, 1985 April 24, 1987	Beltronics USA Inc.
QUANTUM	Registered	560,821 TMA326,678	April 15, 1986 April 24, 1987	Beltronics USA Inc.
THE INTELLIGENT CHOICE	Registered	597,403 TMA352,043	December 17, 1987 February 24, 1989	Beltronics USA Inc.
FMT - FUNDAMENTAL MIXER TECHNOLOGY	Registered	645,653 TMA378,962	November 27, 1989 January 25, 1991	Beltronics USA Inc.
RSV - RADAR SIGNAL VERIFICATION	Registered	645,659 TMA378,963	November 27, 1989 January 25, 1991	Beltronics USA Inc.
SHADOW TECHNOLOGY	Registered	677,557 TMA396,415	March 7, 1991 March 27, 1992	Beltronics USA Inc.
BEL-TRONICS LIMITED	Registered	769,568 TMA487,402	November 25, 1994 December 23, 1997	Beltronics USA Inc.
PREFERRED CALLER MEMORY	Registered	770,647 TMA456,009	December 9, 1994 March 22, 1996	Beltronics USA Inc.
VG-2 GUARD	Registered	770,648 TMA456,010	December 9, 1994 March 22, 1996	Beltronics USA Inc.
MULTILINK	Registered	772,954 TMA450,884	January 13, 1995 November 24, 1995	Beltronics USA Inc.
QUICKDIAL	Registered	775,332 TMA459,999	February 13, 1995 July 5, 1996	Beltronics USA Inc.
ADVANCED PROTECTION SYSTEM	Registered	894,493 TMA543,218	October 23, 1998 March 30, 2001	Beltronics USA Inc.
PERFORMANCE RULES	Registered	1,305,871 TMA750,046	June 19, 2006 October 14, 2009	Beltronics USA Inc.
BELTRONICS	Searched	1,469,093	February 10, 2010	Beltronics USA Inc.
BELTRONICS	Registered	536,526 TMA359,716	February 14, 1985 August 25, 1989	Beltronics, Inc.

IP LICENSES

None.