

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.F. Technologies, Inc.		09/14/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	HM Electronics, Inc.		
Street Address:	14110 Stowe Drive		
City:	Poway		
State/Country:	CALIFORNIA		
Postal Code:	92064		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4558868	RF TECHNOLOGIES	
Registration Number:	3182617	BIG DOG SURVEILLANCE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8585094010		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	12255 El Camino Real, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	015571-0000026		
NAME OF SUBMITTER:	Michelle L. Mehok		
SIGNATURE:	/michelle mehok/		
DATE SIGNED:	09/30/2015		
Total Attachments: 12			
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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of September 14, 2015 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), is made by and between R.F. Technologies, Inc., an Illinois corporation (the "**Grantor**"), and HM Electronics, Inc., a California corporation (the "**Secured Party**").

RECITALS

A. The Secured Party, Babak Noorian and the Grantor, the owner and sole shareholder of Grantor ("**Noorian**"), have entered into that certain Settlement Agreement and Release, effective as of September 14, 2015 (the "**Settlement Agreement**"), pursuant to which the parties thereto agreed to settle certain claims filed by the Secured Party against the Grantor and Noorian.

B. Pursuant to the Settlement Agreement, 

C. The Grantor has agreed that the payment referenced in clause (B)(ii) (the "**Secured Obligation**") will be properly secured by a security interest in all of the assets of the Grantor.

D. Grantor is currently indebted to Noorian for certain amounts (the "**Indebtedness**"), which Indebtedness is secured by certain assets of the Grantor (the "**Noorian Security Interest**").

E. Concurrently with this Agreement, (i) the Secured Party, Grantor and Noorian are entering into a Subordination Agreement (the "**Subordination Agreement**") for purposes of (a) subordinating the Indebtedness to the Secured Obligation and (b) subordinating the Noorian Security Interest to the Secured Party's security interest in the Grantor's assets granted pursuant to this Agreement and (ii) Noorian is executing a personal Guaranty for the benefit of the Secured Party to guaranty the Secured Obligation.

F. This Agreement is given by the Grantor in favor of the Secured Party to secure the payment and performance of the Secured Obligation.

NOW, THEREFORE, in reliance upon the foregoing recitals, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC (as defined below) shall have the meanings assigned to them in the UCC. However, if a term is

defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

“Bankruptcy Code” means Title XI of the United States Code.

“Collateral” means the following described property of the Grantor, whether now existing or hereafter acquired and wherever located, and all Proceeds and products thereof: all personal and fixture property of every kind and nature including, without limitation, all Goods (including Inventory, Equipment, and any additions or accessions thereto), Instruments (including Promissory Notes), Documents, Accounts, Chattel Paper (whether tangible or electronic), Deposit Accounts, Letter-Of-Credit Rights (whether or not the letter of credit is evidenced by a writing), Commercial Tort Claims, Investment Property, Supporting Obligations, insurance claims and proceeds, and all General Intangibles (including Payment Intangibles and all Intellectual Property), together with all books and records, including computer records, accessions to, substitutions and replacements for and rents, profits and products of each of the foregoing.

“Copyright License” means any written agreement granting any right to use any Copyright or Copyright registration now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

“Copyrights” means all of the following now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (b) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (c) all continuations, renewals or extensions thereof; and (d) any registrations to be issued under any pending applications.

“Event of Default” means the (a) failure of the Grantor to pay and perform the Secured Obligation when due pursuant to the terms of the Settlement Agreement or (b) a breach of the Grantor’s representations, warranties or covenants set forth in this Agreement or the Settlement Agreement.

“Intellectual Property” means all Copyrights; Trademarks; Patents; Licenses; source code; trade secrets; inventions (whether or not patented or patentable); technical information, processes, designs, knowledge and know-how; data bases; models; drawings; and websites, domain names and URL’s, and all applications therefor and reissues, extensions or renewals thereof, together with the rights to sue for past, present or future infringement of Intellectual Property and goodwill associated with the foregoing.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest and any renewals or extensions thereof.

“**Lien**” means any mortgage, security interest, deed of trust, pledge, hypothecation, encumbrance, claim or other priority or preferential arrangement of any kind or nature whatsoever.

“**Patent License**” means any written agreement granting any right to use any Patent or Patent application now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

“**Patents**” means all of the following property now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest: (a) all letters patent of, or rights corresponding thereto, in the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; and (d) all patents to be issued under any such applications.

“**Permitted Lien**” means: (a) Liens for taxes, governmental assessments or other governmental fees, charges or levies, either not delinquent or being contested in good faith by appropriate proceedings; (b) leases or subleases and licenses or sublicenses granted to others in the ordinary course of the Grantor’s business if such are otherwise permitted under this Agreement and do not interfere in any material respect with the business of the Grantor; (c) any right, title or interest of a licensor under a license; and (d) Liens arising from judgments, decrees or attachments to the extent and only so long as such judgment, decree or attachment has not caused or resulted in an Event of Default.

“**Secured Obligation**” has the meaning set forth in the Recitals.

“**Trademark License**” means any written agreement granting any right to use any Trademark or Trademark registration now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest.

“**Trademarks**” means all of the following property now owned or hereafter acquired by the Grantor or in which the Grantor now holds or hereafter acquires any interest: (a) all trademarks, service marks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; and (b) reissues, extensions or renewals thereof.

“**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of California or, when the laws of any other state govern the method or manner of the perfection

or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. As collateral security for the full, prompt, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligation and in order to induce the Secured Party to enter into the Settlement Agreement, the Grantor hereby grants to the Secured Party a security interest in all of the Grantor's right, title and interest in, to and under the Collateral, whether now owned or hereafter acquired.

3. Perfection of Security Interest. The Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, without the signature of the Grantor where permitted by law. The Grantor agrees to provide all information required by the Secured Party pursuant to this Section promptly to the Secured Party upon request.

4. Representations and Warranties. The Grantor hereby represents and warrants to the Secured Party as follows:

(a) The Grantor is a corporation duly organized, validly existing and in good standing under, and by virtue of, the laws of the State of Illinois.

(b) All corporate action on the part of the Grantor, its officers, directors and stockholders necessary for the authorization, execution and delivery of, and the performance of all obligations of the Grantor under this Agreement and the Settlement Agreement has been taken.

(c) This Agreement is a valid and binding obligation of the Grantor enforceable in accordance with its terms, (i) subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and (ii) subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(d) This Agreement creates a legal and valid security interest on and in all of the Collateral in which the Grantor now has rights and will create a legal and valid security interest in the Collateral in which the Grantor later acquires rights, when the Grantor acquires those rights subject only to Permitted Liens.

(e) The execution, delivery and performance of and compliance with this Agreement does not and will not result in any violation, breach or default or be in conflict with or constitute, with or without the passage of time or the giving of notice or both, either a violation, breach or default by the Grantor of (i) any term of its Articles of Incorporation or bylaws, (ii) any judgment, order, writ or decree applicable to or binding upon the Grantor, (iii) any term or provision of any mortgage, indebtedness, lease, indenture, contract, agreement or instrument to which the Grantor is a party, to which any of its assets is subject or by which it is bound or (iv) the provisions of any law, statute, rule or regulation of the United States (including any federal,

state or local government agency) and jurisdictions outside the United States applicable to or binding upon the Grantor.

(f) None of the Grantor's assets or properties is subject to any Liens other than Permitted Liens or Liens in favor of the Sumner Group with respect to leased and consigned merchandise, as set forth on the UCC-1 financing statement filed with the Illinois Secretary of State on November 6, 2014 (Filing No. 19782999).

(g) The Grantor is not a guarantor or indemnitor of any indebtedness of any other person, corporation or entity.

(h) Except for Collateral that is licensed or leased to the Grantor, the Grantor is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto, free and clear of any and all Liens except for Permitted Liens.

(i) The Grantor's taxpayer identification number is, and principal executive offices, principal place of business and the place where the Grantor maintains its records concerning the Collateral are presently located at the address set forth on the signature page hereof. The Collateral is presently located at such address and at such additional addresses set forth on Schedule A attached hereto.

(j) All Collateral of the Grantor consisting of Intellectual Property which is the subject of any registration with the United States Patent and Trademark Office is identified as set forth on Schedule B attached hereto.

5. Covenants. Unless the Secured Party otherwise consents, the Grantor covenants and agrees with the Secured Party that from and after the date of this Agreement and until the Secured Obligation has been performed and paid in full:

(a) The Grantor shall not sell, lease, transfer or otherwise dispose of any of the Collateral, or attempt or contract to do so, other than (i) the granting of non-exclusive licenses in the ordinary course of business or (ii) the sale of inventory in the ordinary course of business.

(b) The Grantor shall provide the Secured Party with prior written notice of any change of the Grantor's jurisdiction of organization, any relocation of the Grantor's principal executive offices, principal place of business or its records, or any relocation of any Collateral (except as allowed pursuant to Section 5(a) immediately above) from such address(es) provided to the Secured Party pursuant to Section 4(i) above.

(c) The Grantor shall not, directly or indirectly, create, incur, grant, permit or suffer to exist, and shall defend the Collateral against and take such other action as is necessary to remove, any Lien on the Collateral, except (i) Permitted Liens and (ii) the Lien granted to the Secured Party under this Agreement.

(d) The Grantor shall maintain insurance policies insuring the Collateral against loss or damage from such risks and in such amounts and forms and with such companies as are customarily maintained by businesses similar to the Grantor.

(e) The Grantor shall pay promptly when due all property and other taxes, assessments and government charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, any Collateral, except to the extent the validity or amount thereof is being contested in good faith and adequate reserves are being maintained in connection therewith.

(f) At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of the Grantor, the Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may reasonably deem necessary or desirable to obtain the full benefits of this Agreement, including, without limitation, (i) using reasonable best efforts to secure the consents and approvals necessary or appropriate for the grant of a security interest to the Secured Party in any Collateral held by the Grantor or in which the Grantor has any right or interest not heretofore assigned, (ii) executing, delivering and causing to be filed any agreements, instruments, documents and papers, including but not limited to financing or continuation statements (including "in lieu" continuation statements) under the UCC and filings with the United States Patent and Trademark Office or any similar office, with respect to the security interests granted hereby, (iii) at the Secured Party's reasonable request, executing and delivering or causing to be delivered written notice to insurers of the Secured Party's security interest in, or claim in or under, any policy of insurance (including unearned premiums), and (iv) at the Secured Party's reasonable request, causing to be delivered written notice to bailees having possession of any Collateral or the Secured Party's interest therein. The Grantor also hereby authorizes the Secured Party to file any such financing statement, including but not limited to under the UCC, or continuation statement (including "in lieu" continuation statements) without the signature of the Grantor.

6. Rights and Remedies Upon Default. Upon an Event of Default and while such Event of Default is continuing:

(a) The Secured Party may exercise, in addition to all other rights and remedies granted to it under this Agreement and the Settlement Agreement, all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, the Grantor expressly agrees that in any such event, the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon the Grantor or any other person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, shop, advertise for sale or lease and sell or lease (in the manner provided herein) the Collateral, and forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at the Secured Party's offices or elsewhere at such prices as it may deem commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk, or (ii) accept the Collateral in full or partial satisfaction of the Secured Obligation. To the extent the Grantor has the right to do so, the Grantor authorizes the Secured Party, on the terms set forth in this Section 6 to, without breaching the peace, enter the

Grantor's premises where the Collateral is located, to take possession of the Collateral, or any part of it, and to pay, purchase, contract or compromise any encumbrance, charge or lien which, in the opinion of the Secured Party, appears to be prior or superior to its security interest. The Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption the Grantor hereby releases. The Grantor further agrees, at the Secured Party's request, to assemble its Collateral and make it available to the Secured Party at places which the Secured Party shall reasonably select, whether at the Grantor's premises or elsewhere. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in Section 6(e) below, with the Grantor remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Secured Party of any other amount required by any provision of law, shall the Secured Party account for the surplus, if any, to the Grantor. To the maximum extent permitted by applicable law, the Grantor waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of the Collateral. The Grantor agrees that the Secured Party need not give more than twenty (20) days' notice of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. In furtherance of the Secured Party's rights hereunder, the Grantor hereby grants to the Secured Party an irrevocable, non-exclusive license, exercisable without royalty or other payment by the Secured Party, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which the Grantor now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored. The Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all of the Secured Obligation to which the Secured Party is entitled, the Grantor also being liable for the reasonable attorneys' fees and costs of any attorneys employed by the Secured Party to collect such deficiency.

(b) The Grantor agrees that in any sale of any of the Collateral or part thereof, whether at a foreclosure sale or otherwise, the Secured Party is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including, without limitation, compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and all applicable state securities laws and such procedures as may restrict the number of prospective bidders and purchasers and require that such prospective bidders and purchasers have certain qualifications), or in order to obtain any required approval of the sale or of any purchaser by any governmental authority, and the Grantor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Secured Party be liable nor accountable to the Grantor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(c) The Grantor also agrees to pay all fees, costs and expenses of the Secured Party, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(d) The Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

(e) The proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Secured Party in the following order of priorities:

FIRST, to the Secured Party in an amount sufficient to pay in full the reasonable costs incurred by the Secured Party in connection with such sale, disposition or other realization including, without limitation, all fees, costs, expenses, attorneys' fees and advances incurred or made by the Secured Party in connection therewith;

SECOND, to the Secured Party until the Secured Obligation has been paid in full;
and

FINALLY, upon payment in full of the Secured Obligation, to the Grantor or its representatives, in accordance with the UCC or as a court of competent jurisdiction may direct.

7. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligation, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Secured Party, whether as a "voidable preference," "fraudulent conveyance" or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligation shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8. Acknowledgment of Subordinated Security Interest. The Parties acknowledge the existence of the Indebtedness and the Noorian Security Interest and agree that, pursuant to the Subordination Agreement, (a) the Indebtedness shall be subordinated to the Secured Obligation and (b) the Noorian Security Interest shall be subordinated to the Secured Party's security interest in the Grantor's assets granted pursuant to this Agreement.

9. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

10. Termination. Subject to Section 7 above, this Agreement shall terminate upon the payment and performance in full of the Secured Obligation. Promptly following the payments and performance in full of the Secured Obligation and the termination of this Agreement, the Secured Party shall file termination statements with respect to all UCC financing statements filed by the Secured Party pursuant to Section 3 above.

11. Successor and Assigns. This Agreement and all obligations of the Grantor hereunder shall be binding upon the successors and assigns of the Grantor and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligation or any portion thereof or interest therein shall in any manner affect the lien granted to the Secured Party hereunder.

12. Addresses for Notices. All notices and other communications provided for in this Agreement shall be in writing and addressed to the respective parties at their addresses as specified on the signature pages hereof or as to either party at such other address as shall be designated by such party in a written notice to each other party.

13. Governing Law. Section 13 (Venue and Governing Law) of the Settlement Agreement is incorporated by reference herein as if a part hereof.

14. Severability. If any material covenant or condition contained in this Agreement is determined to be invalid by a court of competent jurisdiction, then the invalidity of such covenant or condition shall not void any other covenant or condition of this Agreement and this Agreement shall be read and interpreted as if the invalid covenant or condition had never been inserted into this Agreement.

15. Further Assurances. The parties agree to do all things necessary and to execute and deliver any and all additional documents reasonably necessary to effectuate the intent of this Agreement.

16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that facsimile and e-mail signatures shall be deemed the equivalent of original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

R.F. TECHNOLOGIES, INC.,
as Grantor

By: Babak Noorian
Name: BABAK NOORIAN
Title: PRESIDENT

Address for Notices:

330 LEXINGTON DRIVE
BUFFALO GROVE, IL 60089-6233

With a copy to:

Goldenberg Heller Antognoli & Rowland,
P.C.
Attention: Mark C. Goldenberg, Esq.
2227 South State Route 157
Edwardsville, IL 62025

HM ELECTRONICS, INC.,
as Secured Party

By: [Signature]
Name: DAREW HAAS
Title: U.S. Marketing / New Business Development

Address for Notices:

14110 Stearns Drive
Poway, Ca 92031



SCHEDULE A

LOCATION OF COLLATERAL

1. 330 Lexington Drive, Buffalo Grove, Illinois 60089
2. 524 South Prairie Street, Bethalto, Illinois 62010

SCHEDULE B
INTELLECTUAL PROPERTY

Trademarks

MARK	REGISTRATION NO.
RF TECHNOLOGIES and Design 	4,558,868
BIG DOG SURVEILLANCE SYSTEMS and Design 	3,182,617