

04-12-2001

3 SHEET

U.S. DEPARTMENT OF COMM
Patent and Trademark

OMB No. 0551-0011 (exp. 4/94)

Tab settings = 1 = 1



101673078

To the Honorable Commissioner of P.

attached original documents or copy thereof.

1. Name of conveying party(ies):

MILGO SOLUTIONS, LLC
1601 North Harrison Parkway
Sunrise, FL 33323

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a Delaware limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment to Trademark Security Agreement

Execution Date: April 2, 2001

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as AgentInternal Address: Suite 3000WStreet Address: 2450 Colorado AvenueCity: Santa Monica State: CA ZIP: 90404

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State California
☐ Other

If assignee is not domiciled in the United States, a domestic representative design is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Reel 001794 Frame 0328

Please see attached Schedule A.

B. Trademark Registration No.(s)

Reel 001794 Frame 0328

Please see attached Schedule A.

Additional numbers attached? ☒ Yes ☐ No

75082236

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brobeck, Phlegler & Harrison LLP

Internal Address:

Attn: Kimberley A. LathropStreet Address: 550 South Hope StreetCity: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 247. Total fee (37 CFR 3.41): \$ 615.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

04/12/2001 DBYRNE 00000091 75082236

DO NOT USE THIS SPACE

01 FD:481

40.00 00
575.00 00

02 FD:482

3. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberley A. Lathrop

Name of Person Signing

Kimberley A. Lathrop

Signature

04-10-01

Date

76

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 002269 FRAME: 0245

SCHEDULE A

to the Trademark Security Agreement
Trademarks of Borrower

See the attached 21 pages.

MTI0DMA.CMDOCS:70063:2

269

Appendix
Racial Data Group
Trademarks.

A. Trademarks currently used on products or
subject to "intent to use" U.S. trademark applications:

ALM
CMS*
CRYPTOSERVER*
DATACRYPTOR*
DATAMATE**
EAN
EXCALIBUR*
EXTOL**
FASTFRAME*
INX*
ISX
LANBUDDY**
MYSECRETS**
NOCTURNE**
OMNIMODE*
OMNIMUX*
OUTLANDER*
PACDIALER
PREMNET*
RMD
SAFE
SAFEDIAL*
SAFETALK
TRUSTME*
VOICE UPS**
WATCHWORD*
WEBSENTRY**
WINHUB**
WINPOP**
WINSTAK**
WINSTREAM**
X.PORT

*Subject of an active U.S. trademark registration

**Subject of a pending U.S. trademark application

Appendix

Wednesday, January 28, 1998

Trademark List

Page: 1

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATAMATE	RDI	RGS	9084	REG				
Country: European Community								
	Classes: 9				Remarks:			
DATAMATE	RDI	WAN	9084	REG	75/082236			
Country: United States of America					01-Apr-1996			
	Classes: 9				Remarks:			
EXTOL	RDI		9077	REG	199877			
Country: European Community					09-Apr-1997			
	Agent: RGS				Racal Group Services Limited			
	Classes: 9				Remarks:			
EXTOL	RDI	PPH	9077	REG	75/042776			
Country: United States of America					16-Jan-1996			
	Classes: 9				Remarks:			
	Goods: Integrated services digital network (ISDN) access devices							
FASTFRAME	RDI	WAN	9078	REG	000271064			
Country: European Community					24-May-1996			
	Agent: RGS							
	Classes: 9 and 38				Remarks:			
	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING DIGITAL NETWORKS - and SERVICE							

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Page: 2

Trademark Name	Division	Attorney's	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
FASTFRAME	RDI	WAN	9078	REG	033863	2083239	29-Jul-2007	
Country: United States of America					06-Feb-1996	29-Jul-1997		

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,
 NAMELY DEVICES FOR DATA
 CONCENTRATION AND FOR ACCESSING
 DIGITAL NETWORKS

(3)

LANBUDDY	RDI	RGS	9082	REG	329508			
Country: European Community					15-Jul-1996			

Classes: 9

Remarks:

LANBUDDY	RDI	WAN	9082	REG	063856			
Country: United States of America					26-Feb-1996			

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS DEVICES,
 NAMELY LAN ACCESS SERVERS THAT
 INCLUDE CRYPTOGRAPHIC MODULES

(4)

MYSECRETS	RDI	RGS	9081	REG	329516			
Country: European Community					15-Jul-1996			

Classes: 9

Remarks:

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
MYSECRETS	RDI	WAN	9081	REG	071349			
Country: United States of America								

Classes: 9

Remarks:

Goods: CRYPTOGRAPHIC DEVICES, NAMELY
CRYPTOGRAPHIC CIRCUIT BOARDS FOR
INCLUSION IN SECURITY SERVERS IN
INTERNATIONAL CLASS 9

SAFEDIAL

RDI RGS

9079

REG

329532

Country: European Community

15-Jul-1996

Classes: 9

Remarks:

SAFEDIAL

RDI WAN

9079

REG

061887

16-Sep-2007

Country: United States of America

2098232

20-Feb-1996

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS DEVICES,
NAMELY PCMCIA MODEMS WITH
FIRMWARE TO PROVIDE
ENCRYPTION/AUTHENTICATION OVER
DIAL TELEPHONE LINES AND TO
ACT AS A SERVER TO HOST PC IN
INTERNATIONAL CLASS 9

TRUSTME

RDI RGS

9080

REG

329672

Country: European Community

15-Jul-1996

Classes: 9

Remarks:

Wednesday, January 28, 1998 Trademark List

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VOICE UPS	RDI	PPH	9101	REG	000519454			
Country: European Community					22-Apr-1997			
VOICE UPS	RDI	PPH	9101	REG	241412			
Country: United States of America					13-Feb-1997			
WEBSENTRY	RDI	RGS	9083	REG	339565			
Country: European Community					15-Jul-1996			
WEBSENTRY	RDI	WAN	9083	REG	071462			
Country: United States of America					12-Mar-1996			

Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
WINHUB	RDI		9076	REG	000278325		06-Jun-1996	

Country: European Community

Classes: 9 AND 38

Remarks:

Goods: PRINTING OF DATA;

TELECOMMUNICATIONS APPARATUS
AND INSTRUMENTS; HARDWARE AND
COMPUTER PROGRAMS FOR FRAME
RELAY CONCENTRATION DEVICES AND
ASYNCHRONOUS TRANSFER MODE
("ATM") ACCESS DEVICES;
MULTIPLEXERS; INTEGRATED SERVICES
DIGITAL NETWORK ("ISDN")
CONCENTRATION DEVICES; REMOTE
LOCAL AREA NETWORK ("LAN") ACCESS
DEVICES; PARTS, FITTINGS, SOFTWARE
AND FIRMWARE FOR ALL THE
AFORESAID GOODS; DATA RECORDING
MEDIA. TELECOMMUNICATIONS AND
DATA COMMUNICATIONS SERVICES.

WINHUB

RDI WAN

9076

REG

75/404383

Country: United States of America

12-Dec-1997

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,
NAMESLY A REMOTE ACCESS SERVER IN
INTERNATIONAL CLASS 9.

WINPOP

RDI RGS

9106

REG

Country: European Community

Classes: 9

Remarks:

TRADEMARK

REEL: 002269 FRAME: 0252

Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
WINPOP	RDI	PPH	9106	REG	75 / 291564	14-May-1997		
Country: United States of America								

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,
NAMESLY ACCESS MULTIPLEXERS

10

WINSTAK

Country: European Community

RDI WAN

9091

REG

000171864

20-Sep-1996

Classes: 9

Remarks:

RDI WAN

9091

REG

75 / 135816

18-Jul-1996

WINSTAK

Country: United States of America

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,
NAMESLY INTEGRATED SERVICES
DIGITAL NETWORK (ISDN)
DEVICES

11

WINSTREAM

Country: European Community

RDI WAN

9090

REG

000171906

20-Sep-1996

Classes: 9

Remarks:

RDI WAN

9090

REG

75 / 135207

16-Jul-1996

WINSTREAM

Country: United States of America

Classes: 9

Remarks:

Goods: INTEGRATED SERVICES DIGITAL
NETWORK (ISDN) TERMINAL ADAPTER

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Wednesday, January 28, 1998				Trademark List				Page: 1	
Trademark Name	Division	Attorney's	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date	
AUTHENTI-KEY	RDI	AEM	5148	Registered	73326207 31-Aug-1981	1235193 19-Apr-1983	19-Apr-2003		
Country: United States of America	Classes: 9	Remarks: OWNED BY RACAL GUARADATA, INC.							
		Goods: CRYPTOGRAPHIC EQUIPMENT - NAMELY, DATA TERMINAL SECURITY APPARATUS, SCRAMBLERS AND DECODERS							
AUTHENTICARD	RDI	AEM	5328	Registered	831310 16-Oct-1989	1599387 05-Jun-1990	05-Jun-2000		
Country: United States of America	Classes: 9	Remarks: OWNED BY RACAL GUARADATA, INC.							
		Goods: CARDS CONTAINING A MICROPROCESSOR USED TO LOAD KEYS AND OPERATIONAL PARAMETERS INTO CRYPTOGRAPHIC EQUIPMENTS							
CMS	RDI	AEM	5025	Registered	438268 08-Aug-1983	1290828 21-Aug-1984	21-Aug-2004		
Country: United States of America	Classes: 9	Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95							
		Goods: A COMMUNICATION NETWORK MANAGEMENT SYSTEM COMPRISING NETWORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TEST SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES							

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
COMS(DESIGN)	RDI	AEM	1758	Registered	341034	1254381	18-Oct-2003	

Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95

Goods: COMPUTERIZED BUSINESS INFORMATION SYSTEM--NAMELY, A COMMUNICATION NETWORK MANAGEMENT SYSTEM AND COMPONENTS THEREFORE, COMPRISING NET-
WORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TESTS SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES

COMLINK

Country: United States of America

RDI	AEM	5104	Registered	625642	1501962	30-Aug-2008
				16-Oct-1986	30-Aug-1988	

Classes: 9

Remarks: ON 3/14/94 RECORDED Name Change from RDCI to RDI, REEL 1118, FRAME 184-183.

Goods: MODEM ELECTRONIC DEVICES, NAMELY MODULATORS AND DEMODULATORS USED IN THE TRANSMISSION OF DATA

Trademark List

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Trademark Name

Division Attorneys

Case Number

Status

Application Number/Filing Date

Registration Number/Date

First Use Date

COMLINK

RDI AEM

5104 Registered

61131415

Country: United Kingdom

02-Apr-1980

14-Dec-1985

Agent: RGS/L

Classes: 9

Remarks: (NO HYPHEN BETWEEN COM-LINK), OBE'S CASE/UK RESPONSIBILITY

Goods: MODEMS AND PARTS AND FITTINGS THEREFOR

CRYPTOSERVER

RDI AEM

5181 Registered

759242

1540302

23-May-2009

Country: United States of America

24-Oct-1988

23-May-1989

Classes: 9

Remarks: TRADEMARK OWNED BY RACAL GUARDATA, INC.

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Goods: CRYPTOGRAPHIC PRODUCTS NAMELY, COMPUTERS, COMPUTER PERIPHERALS, AND COMPUTER PROGRAMS FOR USE IN CRYPTOGRAPHICS

DATACRYPTOR

RDI AEM

1516 Registered

633625

366264A1

19-Mar-2000

Country: Benelux

19-Mar-1980

26-Oct-1990

Agent: NEDE

Classes: 9

Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND, BELGIUM AND LUXEMBURG

Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION

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Trademark Name	Country	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	Italy	RDI	AEM	1516	Registered	40076C80 20-Mar-1980	382334 27-Nov-1985	20-Mar-2000	

Agent: JACOB

Classes: 9

Remarks:

Goods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

DATACRYPTOR

RDI AEM

1516

Registered

24491

23331

05-Jun-2000

Country: Kuwait

16-Nov-1993

Agent: RGS

Classes: 9

Remarks:

Goods: ELECTRONIC ENCODER AND DECODER
UNIT FOR SCRAMBLING AND
DESCRAMBLING TRANSMITTED
COMPUTER INFORMATION

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Trademark Name	Division	Attorney/s	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI		1516	Registered	8093	8093	04-Jun-2010	

Country: Qatar

Agent: RGSL

Classes: 9

Remarks:

Goods: ELECTRICAL AND ELECTRONIC APPARATUS AND INSTRUMENTS FOR RECEIVING, TRANSMITTING, PROCESSING, STORING AND AUTHENTICATING DATA, ENCRYPTION AND DECRYPTION APPARATUS, COMPUTERS AND COMPUTER PROGRAMMES, AND PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS.

DATACRYPTOR

Country: Ras-al-Khaimah

RDI	AEM	1516	Registered	7039	6899	01-Jun-1991	07-Jun-2000
				07-Jun-1990			

Agent: RGSL

Classes: 9

Remarks: The exact date of registration is not known. Records indicate only Jan. 1991.

Goods: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPUTER INFORMATION.

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Trademark List

Page: 6

Trademark Name: DATACRYPTOR
 Country: Republic of Ireland

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI		1516	Registered	542193 08-Nov-1993	158584 16-Aug-1995	08-Nov-2000	

Agent: RGSL

Remarks: RDL will pay for this case per R.
 Obec. Obec is resp. for this case. WHEN RENEWAL IS DUE/ASSIGN TO RGUARDA

DATACRYPTOR
 Country: United Kingdom

RDI	AEM	1516	Registered	1130639 19-Mar-1980	B1130639 13-Oct-1982	19-Mar-2001	
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Agent: REDDI

Classes: 9

Remarks:

Goods: ELECTRONIC CODING AND/OR
 DECODING APPARATUS, FOR SECURITY
 TRANSMISSION OF DATA AND PARTS
 AND FITTINGS INCLUDED IN CLASS 9
 FOR ALL THE AFORESAID GOODS.

DATACRYPTOR
 Country: United States of America

RDI	AEM	1516	Registered	232114 20-Sep-1979	1169032 15-Sep-1981	15-Sep-2001	
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Classes: 9

Remarks: Submitted recordal of Name Change
 from RDC1 to RDI on 5/5/95.
 SUBMITTED ASSIGNMENT TO
 RACAL GUARDA TA INC 10/11/95

Goods: ELECTRONIC ENCODER AND DECODER
 UNIT FOR SCRAMBLING AND
 DESCRAMBLING TRANSMITTED
 COMPUTER INFORMATION

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	AM609389 19-Dec-1989	130821 09-May-1990	09-May-2000	

Agent: RGSL

Classes: 9

Remarks: TRADEMARK OWNED BY
RACAL GUARDATA

Goods: ELECTRICAL AND ELECTRONIC
APPARATUS AND INSTRUMENTS FOR
RECEIVING, TRANSMITTING,
PROCESSING, STORING AND
AUTHENTICATING DATA; ENCRYPTION
AND DECRYPTION APPARATUS;
COMPUTERS AND COMPUTER
PROGRAMS; PARTS OF AND FITTINGS
FOR ALL AFORESAID GOODS IF THEY
ARE NOT INCLUDED IN OTHER CLASSES.

DATACRYPTOR (WORD)

Country: Canada

RDI	AEM	1516	Registered	451505 19-Mar-1980	271831 08-Sep-1982	08-Sep-1997
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Agent: HIRON

Classes: 9

Remarks: DECLARATION OF USE FILED
MAY 12, 1982

Goods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

Wednesday, January 28, 1998 Trademark List

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Trademark Name	Division	Attorney	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	R376359 20-Mar-1980	1016892 15-Apr-1981	20-Mar-2000	

Country: Fed. Republic of Germany

Agent: EISEN

Classes: 9

Remarks: AUTHORIZED PROLONGATION
WHICH WAS DUE ON 3/31/90

Goods: (PRIORITY OF 9/20/79) MICROPROCESSOR,
CONTROLLED DEVICES FOR ENCODING
AND DECODING OF SCRAMBLED AND
DESCRAMBLED COMPUTER
INFORMATION FOR
TRANSFER. (PRIORITY OF 3/20/80).
COMPUTER FOR MANIPULATING AND/OR
PROCESSING AND/OR TRANSFER OF
DATA.

DATACRYPTOR (WORD)

Country: France

RDI	AEM	1516	Registered	190165 22-Feb-1990	1576857 22-Feb-1990	22-Feb-2000
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Agent: RINUY

Classes: 9

Remarks:

Goods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

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Trademark Name

DATACRYPTOR (WORD)

Country: Saudi Arabia

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	AEM	1516	Registered	11750	22857	18-Feb-2000	

Agent: RGSIL

Classes: 9

Remarks: REG. IS IN FORCE FOR 10
HEGIRA YEARS (EQUIVALENT
TO 9 YEARS AND 8 MONTHS
(APPROX.) ACCORDING TO
GREGORIAN YRS (25/1411H)

Goods: ELECTRONIC CODING AND/OR
DECODING APPARATUS, FOR SECURITY
TRANSMISSION OF DATA AND PARTS
AND FITTINGS

DATACRYPTOR (WORD)

Country: Switzerland

RDI	AEM	1516	Registered	382893	9469	19-Dec-2009
				19-Dec-1989	07-Jun-1991	

Agent: RGSIL

Classes: 9

Remarks:

EXCALIBUR

Country: United States of America

RDI	AEM	5196	Registered	809293	1617383	16-Oct-2000
				26-Jun-1989	16-Oct-1990	

Classes: 9

Remarks: Submitted recordal of Name Change
from RDCJ to RDI on 5/5/95.

Goods: ELECTRONIC COMMUNICATION
MODULATORS AND DEMODULATORS
FOR DATA COMMUNICATION SYSTEMS

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Trademark List

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Trademark Name	Division	Attorney	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
EXCALIBUR	RDI	AEM	5355	Registered	011780	1696803	23-Jun-2002	

Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95.

Goods: DIGITAL ACCESS DEVICE FOR
ACCESSING DIGITAL TRANSMISSION
LINES FOR TRANSMITTING DIGITAL
DATA

EXCALIBUR	RDI	AEM	5196	Registered	234044	234044	25-Mar-2004
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Country: Uruguay

Agent: BACO

Classes: 9

Remarks:

Goods: ELECTRONIC COMMUNICATION
MODULATORS AND DEMODULATORS
FOR DATA COMMUNICATION SYSTEMS

GEORGE	RDI	AEM	5297	Registered	506607	1340418	11-Jun-2005
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Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95

Goods: COMMUNICATIONS EQUIPMENT,
NAMELY: COMPUTER PROGRAMS AND
MODEMS

Wednesday, January 28, 1998 Trademark List

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Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
INTERNEXT	RDI	AEM	5390	Registered	153012 01-Apr-1991	1859487 25-Oct-1994	25-Oct-2004	

Country: United States of America

Classes: 9

Remarks: On 4/27/92 Recorded Merger of
Racal Interlan, Inc. to RISI and RISI

Goods: PRE-CONFIGURED DATA NETWORKING
APPARATUS OPERATIONAL WITH
SOFTWARE, FOR CONNECTING AND
CENTRALLY INTEGRATING DATA
COMMUNICATIONS BETWEEN
PCS, TERMINALS AND PERIPHERALS,
NAMESLY, TERMINAL SERVERS,
CONCENTRATORS AND MANAGEMENT
MODULES.

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INX

RDI PPH

9047

Registered

692989

1979668

11-Jun-2006

Country: United States of America

22-Jun-1995

11-Jun-1996

Classes: 9

Remarks:

Goods: data communication equipment, namely
preconfigured data networking chassis
operational with software and modules therefor,
for connecting
and centrally integrating data communications
between networks, PC's, terminals, modems,
workstations, host systems and peripherals

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10-02-1998



100842604

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Not-Recordation)
Document ID # _____
- ☐ Correction of PTO Error
Reel # _____ Frame # _____
- ☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
Effective Date
Month Day Year
09 11 98
- ☐ Change of Name
- ☐ Other _____

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09 11 98

Name RACAL DATACOM, INC., a Delaware Corporation

Formerly _____

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other _____
- ☐ Citizenship/State of Incorporation/Organization _____

Receiving Party

☐ Mark if additional names of receiving parties attached

Name FOOTHILL CAPITAL CORPORATION, a California Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11111 Santa Monica Boulevard

Address (line 2) Suite 1500

Address (line 3) Los Angeles
City

CA
State/Country

90025
Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other _____
- ☐ Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/01/1998 JSM/0027 00000127 002236

FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 CP
575.00 CP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1794 FRAME: 0328

TRADEMARK
REEL: 002269 FRAME: 0265

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name RACAL-DATA COM, a Delaware Corporation

09/11/98

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name FOOTHILL CAPITAL CORPORATION, a California Corporation

DBA/AKA/TA

Composed of

Address (line 1) 11111 Santa Monica Boulevard

Address (line 2) Suite 1500

Address (line 3) Los Angeles

CA

State/Country

90025

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

291564

625647

692989

135816

759242

135207

232114

73326207

809293

831310

011780

438268

506607

341034

153012

Registration Number(s)

TRADEMARK
REEL: 1794 FRAME: 0330

TRADEMARK
REEL: 002269 FRAME: 0266

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒ Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kimberley A. Lathrop

Name of Person Signing



Signature

Date Signed

TRADEMARK
REEL: 1794 FRAME: 0329

TRADEMARK
REEL: 002269 FRAME: 0267

**AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment") is entered into as of April 2, 2001, by and between **MILGO SOLUTIONS, LLC** (the "Borrower"), a Delaware limited liability company, successor in interest by merger to Milgo Solutions, Inc., a Delaware corporation formerly known as Racal-Datacom, Inc., and **FOOTHILL CAPITAL CORPORATION**, as arranger and administrative agent (the "Agent").

WHEREAS, Agent and Borrower are parties to that certain General Continuing Guaranty, dated as of April 2, 2001 (the "Guaranty");

WHEREAS, Agent and Borrower are parties to that certain Guarantor Trademark Agreement, dated as of April 2, 2001 (the "Security Agreement"); and

WHEREAS, Agent has requested that the Trademark Security Agreement dated as of September 11, 1998 by and between Racal-Datacom, Inc., a Delaware corporation, and Foothill Capital Corporation, as lender, be amended, among other things, to change the secured party from Foothill Capital Corporation, as lender, to Foothill Capital Corporation, as agent.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Construction. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Williams Loan Agreement.

2. Amendments to the Trademark Security Agreement.

a. The introductory sentence of the preamble to the Trademark Security Agreement hereby is amended and restated in its entirety as follows:

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") dated as of September 11, 1998, by and between **MILGO SOLUTIONS, LLC** (the "Borrower"), a Delaware limited liability company, successor in interest by merger to Milgo Solutions, Inc., a Delaware corporation formerly known as Racal-Datacom, Inc., and **FOOTHILL CAPITAL CORPORATION** (the "Agent"), a California corporation, as arranger and administrative agent under that certain Loan and Security Agreement dated as of April 2, 2001, by and among WCS Acquisition LLC, a Delaware limited liability company, the lenders that are signatories thereto, and the Agent (the "Williams Loan Agreement").

b. Section 1 of the Trademark Security Agreement hereby is amended by adding or amending and restating, as applicable, the following defined terms in the proper alphabetical order:

“Agent” has the meaning ascribed thereto in the preamble to this Agreement.

“Amendment” shall mean that certain amendment to the Agreement dated as of April 2, 2001, by and between Borrower and Agent.

“Borrower” shall mean Milgo Solutions, LLC, a Delaware limited liability company.

“Debtor” has the meaning ascribed thereto in the Guaranty.

“Event of Default” means any Event of Default under the Williams Loan Agreement.

“Guaranty” has the meaning ascribed thereto in the recitals to the Amendment.

“Indebtedness” has the meaning ascribed thereto in the Williams Loan Agreement.

“Lender” shall mean Foothill Capital Corporation, as arranger and administrative agent under the Williams Loan Agreement.

“Loan Documents” has the meaning ascribed thereto in the Williams Loan Agreement.

“Secured Obligations” shall mean, with respect to the Borrower: (a) the due and punctual payment of the principal of, and interest (including, any and all interest which, but for the application of the provisions of the Bankruptcy Code, would have accrued on such amounts) on, any and all premium on, and any and all fees, costs, and expenses incurred in connection with or on the Indebtedness owed by each obligor to any member of the Lender Group pursuant to the terms of the Loan Documents; and (b) the due and punctual payment of all other present or future Indebtedness owing by each Debtor to any member of the Lender Group.

“Secured Party” shall mean the Agent on behalf of the Lender Group.

“Security Agreement” has the meaning ascribed thereto in the recitals to the Amendment.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“Williams Loan Agreement” has the meaning ascribed thereto in the preamble to this Agreement.

c. Section 1(b)(ix) of the Agreement is hereby amended and restated in its entirety as follows:

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Borrower and supplemental rights and remedies in favor of Agent or any other member of the Lender Group (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

d. Section 11 of the Agreement is hereby amended and restated in its entirety as follows:

Section 11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

e. Any reference to "Lender" in the Agreement shall be read as "Agent" or "Lender Group" as the context requirements.

2. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

3. Counterparts; Telefacsimile Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telefacsimile shall be effective as delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile shall also deliver a manually executed counterpart of this Amendment, but the failure to so deliver a manually executed counterpart of this Amendment shall not effect the validity hereof.

4. Effect on Trademark Security Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not, except as expressly set forth herein, operate as a waiver of or as an amendment of, any right, power, or remedy of Agent or any other member of the Lender Group under the Loan Agreement, as in effect prior to the date hereof. The waivers, consents, and modifications herein are limited to the specifics hereof, shall not apply with respect to any facts

or occurrences other than those on which the same are based, shall not excuse future non-compliance with the Loan Agreement.

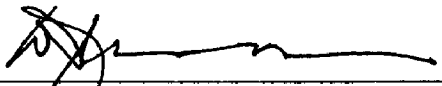
5. Further Assurances. Borrower shall execute and deliver all agreements, documents, and instruments, in form and substance satisfactory to Agent, and take all actions as Agent may reasonably request from time to time, to perfect and maintain the perfection and priority of Agent's security interests in the Trademark Collateral and to fully consummate the transactions contemplated under this Amendment and the Agreement, as amended by this Amendment.

6. Reference to and Effect on the Trademark Security Agreement. Upon and after the effectiveness of this Amendment: each reference in the Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Agreement, shall mean and be a reference to the Agreement as modified and amended hereby.

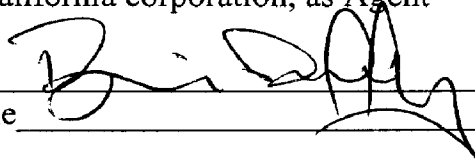
[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

MILGO SOLUTIONS, LLC, a Delaware
limited liability company

By 
Title _____

**FOOTHILL CAPITAL
CORPORATION**,
a California corporation, as Agent

By 
Title _____

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of September 11, 1998 is made by **RACAL-DATACOM, INC.**, a Delaware corporation ("Borrower"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, ("Lender").

RECITALS

A. Borrower and Lender have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain financial accommodations to Borrower, and pursuant to which Borrower has granted to Lender a security interest in (among other things) all of the general intangibles of Borrower.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Lender under the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to Lender for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Lender's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower hereby agrees in favor of Lender as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Obligations" shall have the meaning ascribed thereto in the Loan Agreement.

"Borrower" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Lender (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Borrower hereby grants, assigns, transfers and conveys to Lender a continuing security interest in certain of Borrower's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Borrower, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not

the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by Borrower as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Borrower's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Borrower would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(d) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(e) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, Borrower may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Lender as Attorney-in-Fact.

Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Lender's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender in accordance with the foregoing, Lender shall have the right, in the name of Borrower, or in the name of Lender or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Lender (and any of Lender's officers or employees or agents designated by Lender) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments and perform all other acts that Lender reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Lender's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Lender reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during a Triggering Event, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Lender to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Borrower represents and warrants to Lender, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Borrower.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Borrower's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Borrower has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Borrower is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Borrower not to sue third persons, and (iii) with respect to any Trademarks for which Borrower is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Borrower is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Borrower or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Borrower or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Borrower's knowledge, the past, present and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Borrower's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Lender a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Borrower agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Borrower will promptly give Lender written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Borrower is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Lender shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Lender prompt notice thereof. Borrower shall do all things reasonably deemed necessary or advisable by Lender to ensure the validity, perfection, priority and enforceability of the security interests of Lender in such future acquired Trademark Collateral. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender in connection herewith, Borrower hereby authorizes Lender to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Lender's Duties. Notwithstanding any provision contained in this Agreement, Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Lender hereunder or in connection herewith, Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Lender shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Borrower agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Borrower agrees that Lender shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Lender has a security interest, including Lender's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as Lender deems necessary or advisable, in the name of Borrower or Lender, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. To the extent that Lender shall elect not to bring suit to enforce such Trademark Collateral, Borrower, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and

for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Lender and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Patent Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Lender may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

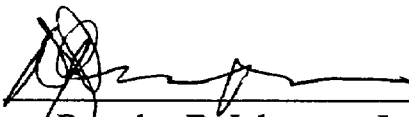
15. Loan Agreement. Borrower acknowledges that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

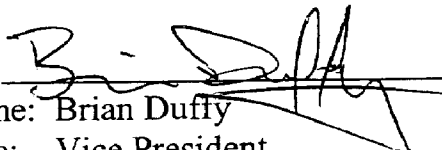
17. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Lender shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

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

RACAL DATACOM, INC.,
a Delaware corporation

By: 
Name: Douglas E. Johnston, Jr
Title: Vice President

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: 
Name: Brian Duffy
Title: Vice President

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On September 11, 1998, before me, LINDA KAREN WILLIAMS,
Notary Public, personally appeared Douglas E. Johnston, Jr., ~~personally known to me~~ (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the
same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.



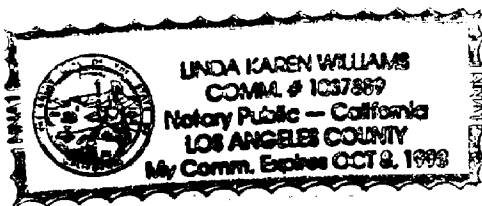
Linda Karen Williams
Signature

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On September 11, 1998, before me, LINDA KAREN WILLIAMS,
Notary Public, personally appeared Brian Duffy, ~~personally known to me~~ (or proved to me
on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Linda Karen Williams
Signature

[SEAL]

SCHEDULE A

to the Trademark Security Agreement
Trademarks of Borrower

See the attached 21 pages.

MTI0DMA\CMD\DOCS:70063:2

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Appendix
Racal Data Group
Trademarks.

A. Trademarks currently used on products or
subject to "intent to use" U.S. trademark applications:

ALM
CMS*
CRYPTOSERVER*
DATACRYPTOR*
DATAMATE**
EAN
EXCALIBUR*
EXTOL**
FASTFRAME*
INX*
ISX
LANBUDDY**
MYSECRETS**
NOCTURNE**
OMNIMODE*
OMNIMUX*
OUTLANDER*
PACDIALER
PREMNET*
RMD
SAFE
SAFEDIAL*
SAFETALK
TRUSTME*
VOICE UPS**
WATCHWORD*
WEBSENTRY**
WINHUB**
WINPOP**
WINSTAK**
WINSTREAM**
X.PORT

*Subject of an active U.S. trademark registration

**Subject of a pending U.S. trademark application

Appendix

Wednesday, January 28, 1998

Trademark List

Page: 1

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATAMATE	RDI	RGS	9084	REG				

Country: European Community

Classes: 9

Remarks:

DATAMATE

RDI WAN

9084

REG

75/082236

01-Apr-1996

Country: United States of America

Classes: 9

Remarks:

Goods: MODEMS

EXTOL

RDI

9077

REG

199877

09-Apr-1997

Country: European Community

Agent: RGS Rascal Group Services Limited

EXTOL

RDI PPH

9077

REG

75/042776

16-Jan-1996

Country: United States of America

Classes: 9

Remarks:

Goods: Integrated services digital network (ISDN) access devices

FASTFRAME

RDI WAN

9078

REG

000271064

24-May-1996

Country: European Community

Agent: RGSIL

Classes: 9 and 38

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING DIGITAL NETWORKS - and SERVICE

TRADEMARK

REEL: 002269 FRAME: 0285

Wednesday, January 28, 1998 Trademark List

Page: 2

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
FASTFRAME	RDI	WAN	9078	REG	053863 06-Feb-1996	2083239 29-Jul-1997	29-Jul-2007	

Country: United States of America

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,
NAMESLY DEVICES FOR DATA
CONCENTRATION AND FOR ACCESSING
DIGITAL NETWORKS

(3)

LANBUDDY	RDI	RGS	9082	REG	329508 15-Jul-1996			
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Country: European Community

Classes: 9

Remarks:

LANBUDDY	RDI	WAN	9082	REG	063856 26-Feb-1996			
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Country: United States of America

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS DEVICES,
NAMESLY LAN ACCESS SERVERS THAT
INCLUDE CRYPTOGRAPHIC MODULES

(4)

MYSECRETS	RDI	RGS	9081	REG	329516 13-Jul-1996			
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Country: European Community

Classes: 9

Remarks:

Page: 3

Trademark List

Wednesday, January 28, 1998

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
MYSECRETS	RDI	WAN	9081	REG	75/ 071349			
Country: United States of America								

20-Feb-1996

Classes: 9

Remarks:

Goods: CRYPTOGRAPHIC DEVICES, NAMELY CRYPTOGRAPHIC CIRCUIT BOARDS FOR INCLUSION IN SECURITY SERVERS IN INTERNATIONAL CLASS 9

SAFEDIAL	RDI	RGS	9079	REG	329532			
Country: European Community								

15-Jul-1996

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS DEVICES, NAMELY PCMCIA MODEMS WITH FIRMWARE TO PROVIDE ENCRYPTION/AUTHENTICATION OVER DIAL TELEPHONE LINES AND TO ACT AS A SERVER TO HOST PC IN INTERNATIONAL CLASS 9

SAFEDIAL	RDI	WAN	9079	REG	061887	2098252	16-Sep-2007	
Country: United States of America								

16-Sep-1997

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS DEVICES, NAMELY PCMCIA MODEMS WITH FIRMWARE TO PROVIDE ENCRYPTION/AUTHENTICATION OVER DIAL TELEPHONE LINES AND TO ACT AS A SERVER TO HOST PC IN INTERNATIONAL CLASS 9

TRUSTME	RDI	RGS	9080	REG	329672			
Country: European Community								

15-Jul-1996

Classes: 9

Remarks:

Wednesday, January 28, 1998

Trademark List

Page: 4

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VOICE UPS	RD1	PPH	9101	REG	000519454 22-Apr-1997			
Country: European Community								
Classes: 9								
VOICE UPS	RD1	PPH	9101	REG	75/ 241412 13-Feb-1997			
Country: United States of America								
Classes: 9								
Goods: UNINTERRUPTABLE POWER SUPPLY								
WEBSENTRY	RD1	RGS	9083	REG	329565 15-Jul-1996			
Country: European Community								
Classes: 9								
WEBSENTRY	RD1	WAN	9083	REG	75/ 071462 12-Mar-1996			
Country: United States of America								
Classes: 9								
Goods: ENCRYPTION DEVICES, NAMELY ETHERNET HOST SECURITY MODULES								

Wednesday, January 28, 1998 **Trademark List** Page: 5

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
WPHUB	RDI		9076	REG	000278325			

Country: European Community

Classes: 9 AND 38

Remarks:

Goods: PRINTING OF DATA;

TELECOMMUNICATIONS APPARATUS

AND INSTRUMENTS; HARDWARE AND

COMPUTER PROGRAMS FOR FRAME

RELAY CONCENTRATION DEVICES AND

ASYNCHRONOUS TRANSFER MODE

("ATM") ACCESS DEVICES;

MULTIPLEXERS; INTEGRATED SERVICES

DIGITAL NETWORK ("ISDN")

CONCENTRATION DEVICES, REMOTE

LOCAL AREA NETWORK ("LAN") ACCESS

DEVICES; PARTS, FITTINGS, SOFTWARE

AND FIRMWARE FOR ALL THE

AFORESAID GOODS; DATA RECORDING

MEDIA. TELECOMMUNICATIONS AND

DATA COMMUNICATIONS SERVICES.

WPHUB

RDI WAN

9076

REG

404383

Country: United States of America

(2-Dec-1997)

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT,

NAMESLY A REMOTE ACCESS SERVER IN

INTERNATIONAL CLASS 9.

WPHUB

RDI RGS

9106

REG

Country: European Community

Classes: 9

Remarks:

Trademark List

Wednesday, January 28, 1998

Page: 6

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
WINPOP	RDI	PPH	9106	REG	291564 14-May-1997			

Country: United States of America

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT.
NAMESLY ACCESS MULTIPLEXERS

10

WINSTAK

Country: European Community

Classes: 9

Remarks:

WINSTAK

Country: United States of America

Classes: 9

Remarks:

Goods: DATA COMMUNICATIONS EQUIPMENT.
NAMESLY INTEGRATED SERVICES
DIGITAL NETWORK (ISDN)
DEVICES

11

WINSTREAM

Country: European Community

Classes: 9

Remarks:

WINSTREAM

Country: United States of America

Classes: 9

Remarks:

Goods: INTEGRATED SERVICES DIGITAL
NETWORK (ISDN) TERMINAL ADAPTER

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Trademark List

Wednesday, January 28, 1998

Page: 1

Trademark Name

AUTHENTI-KEY

Country: United States of America

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	AEM	5148	Registered	70326207	1231593	19-Apr-2003	
				31-Aug-1981	19-Apr-1983		

Classes: 9

Remarks: OWNED BY RACAL GUARADATA, INC.

Goods: CRYPTOGRAPHIC EQUIPMENT - NAMELY, DATA TERMINAL SECURITY APPARATUS, SCRAMBLERS AND DECODERS

AUTHENTICARD

Country: United States of America

RDI	AEM	5328	Registered	831310	1590387	05-Jun-2000
				16-Oct-1989	05-Jun-1990	

Classes: 9

Remarks: OWNED BY RACAL GUARADATA, INC.

Goods: CARDS CONTAINING A MICROPROCESSOR USED TO LOAD KEYS AND OPERATIONAL PARAMETERS INTO CRYPTOGRAPHIC EQUIPMENTS

CMS

Country: United States of America

RDI	AEM	5025	Registered	438268	1290828	21-Aug-2004
				08-Aug-1983	21-Aug-1984	

Classes: 9

Remarks: Submitted recordal of Name Change from RDC[to RDI] on 5/5/95

Goods: A COMMUNICATION NETWORK MANAGEMENT SYSTEM COMPRISING NETWORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TEST SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES

Wednesday, January 28, 1998

Trademark List

Page: 2

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
CMS (DESIGN)	RDI	AEM	1758	Registered	341034 10-Dec-1981	1254381 18-Oct-1983	18-Oct-2003	

Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95

Goods: COMPUTERIZED BUSINESS
INFORMATION SYSTEM—NAMELY, A
COMMUNICATION NETWORK
MANAGEMENT SYSTEM AND
COMPONENTS THEREFORE, COMPRISING
NET-

16

WORK DIAGNOSTIC CONTROLLERS,
MODEMS, TERMINALS, DISPLAY
SCREENS, PRINTERS, TESTS SETS,
NETWORK INTERFACE PROCESSORS AND
NETWORK SWITCHES

COM-LINK

RDI AEM

5104

Registered

625642

1501962

30-Aug-2008

Country: United States of America

Classes: 9

Remarks: ON 3/14/94 RECORDED Name
Change from RDCI to RDI, REEL
1118, FRAME 184-185.

Goods: MODEM ELECTRONIC DEVICES, NAMELY
MODULATORS AND DEMODULATORS
USED IN THE TRANSMISSION OF DATA

17

Wednesday, January 28, 1998

Trademark List

Page: 3

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
COMLINK	RDI	AEM	5104	Registered		61131415		

Country: United Kingdom

Agent: RGSL

Classes: 9

Remarks: (NO HYPHEN BETWEEN COM.
LINK). OBEY'S CASE/UK
RESPONSIBILITYGoods: MODEMS AND PARTS AND FITTINGS
THEREFOR

CRYPTOSERVER

Country: United States of America

RDI AEM

5181

Registered

759242

1540302

23-May-2009

24-Oct-1988

23-May-1989

Classes: 9

Remarks: TRADEMARK OWNED BY
RACAL GUARDATA, INC.

(8)

Goods: CRYPTOGRAPHIC PRODUCTS NAMELY,
COMPUTERS, COMPUTER PERIPHERALS,
AND COMPUTER PROGRAMS FOR USE IN
CRYPTOGRAPHICS

DATACRYPTOR

Country: Benelux

RDI AEM

1516

Registered

635625

366264A1

19-Mar-2000

19-Mar-1980

26-Oct-1990

Agent: NEDE

Classes: 9

Remarks: BENELUX INCLUDES THE
COUNTRIES OF HOLLAND,
BELGIUM AND LUXEMBURGGoods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

Wednesday, January 28, 1998

Trademark List

Page: 4

Trademark Name	Dividee	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI	AEM	1516	Registered	40076C80 20-Mar-1980	382334 27-Nov-1985	20-Mar-2000	

Country: Italy

Agent: JACOB

Classes: 9

Remarks:

Goods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

DATACRYPTOR

Country: Kuwait

RDI	AEM	1516	Registered	24491 06-Jun-1990	23331 16-Nov-1993	05-Jun-2000
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Agent: RGSL

Classes: 9

Remarks:

Goods: ELECTRONIC ENCODER AND DECODER
UNIT FOR SCRAMBLING AND
DESCRAMBLING TRANSMITTED
COMPUTER INFORMATION

Wednesday, January 28, 1998 Trademark List

Page: 5

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI		1516	Registered	8093	8093	04-Jun-2010	

Agent: RGSL

Classes: 9

Remarks:

Goods: ELECTRICAL AND ELECTRONIC APPARATUS AND INSTRUMENTS FOR RECEIVING, TRANSMITTING, PROCESSING, STORING AND AUTHENTICATING DATA, ENCRYPTION AND DECRYPTION APPARATUS, COMPUTERS AND COMPUTER PROGRAMMES, AND PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS.

DATACRYPTOR

Country: Ras-al-Khaimah

RDI	AEM	1516	Registered	7039	6899	01-Jun-1991	07-Jun-2000
-----	-----	------	------------	------	------	-------------	-------------

Agent: RGSL

Classes: 9

Remarks: The exact date of registration is not known. Records indicate only Jan. 1991.

Goods: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPUTER INFORMATION.

Wednesday, January 28, 1998

Trademark List

Page: 6

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR	RDI		1516	Registered	5421/93 08-Nov-1993	158584 16-Aug-1995	08-Nov-2000	

Country: Republic of Ireland

Agent: RGS

Remarks: RDL will pay for this case per R.

Obec. Obec is resp. for this case. WHEN RENEWAL IS DUE/ASSIGN TO RGUARDA

DATACRYPTOR	RDI	AEM	1516	Registered	1130639 19-Mar-1980	81130639 13-Oct-1982	19-Mar-2001	
-------------	-----	-----	------	------------	------------------------	-------------------------	-------------	--

Country: United Kingdom

Agent: REDDI

Classes: 9

Remarks:

Goods: ELECTRONIC CODING AND/OR
DECODING APPARATUS, FOR SECURITY
TRANSMISSION OF DATA AND PARTS
AND FITTINGS INCLUDED IN CLASS 9
FOR ALL THE AFORESAID GOODS.

DATACRYPTOR	RDI	AEM	1516	Registered	212114 20-Sep-1979	1169032 15-Sep-1981	15-Sep-2001	
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Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change
from RDC7 to RDI on 5/5/95.
SUBMITTED ASSIGNMENT TO
RACAL GUARDA INC 10/11/95

Goods: ELECTRONIC ENCODER AND DECODER
UNIT FOR SCRAMBLING AND
DESCRAMBLING TRANSMITTED
COMPUTER INFORMATION

Wednesday, January 28, 1998

Trademark List

Page: 7

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATA CRYPTOR (WORD)	RDI	AEM	1516	Registered	AM609389 19-Dec-1989	130821 09-May-1990	09-May-2000	

Country: Austria

Agent: RGSL

Classes: 9

Remarks: TRADEMARK OWNED BY
RACAL GUARDATA

Goods: ELECTRICAL AND ELECTRONIC
APPARATUS AND INSTRUMENTS FOR
RECEIVING, TRANSMITTING,
PROCESSING, STORING AND
AUTHENTICATING DATA; ENCRYPTION
AND DECRYPTION APPARATUS;
COMPUTERS AND COMPUTER
PROGRAMS; PARTS OF AND FITTINGS
FOR ALL AFORESAID GOODS IF THEY
ARE NOT INCLUDED IN OTHER CLASSES.

DATA CRYPTOR (WORD)

Country: Canada

RDI	AEM	1516	Registered	451505 19-Mar-1980	271831 08-Sep-1982	08-Sep-1997
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Agent: HIRON

Classes: 9

Remarks: DECLARATION OF USE FILED
MAY 12, 1992

Goods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

Trademark List

Wednesday, January 28, 1998

Page: 8

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	R376359 20-Mar-1980	1016892 15-Apr-1981	20-Mar-2000	

Country: Fed. Republic of Germany

Agent: EISEN

Classes: 9

Remarks: AUTHORIZED PROLONGATION
WHICH WAS DUE ON 3/31/90

Goods: (PRIORITY OF 9/20/79) MICROPROCESSOR,
CONTROLLED DEVICES FOR ENCODING
AND DECODING OF SCRAMBLED AND
DESCRAMBLED COMPUTER
INFORMATION FOR
TRANSFER. (PRIORITY OF 3/20/80):
COMPUTER FOR MANIPULATING AND/OR
PROCESSING AND/OR TRANSFER OF
DATA.

DATACRYPTOR (WORD)

RDI AEM

1516

Registered

190165

1576857

22-Feb-2000

Country: France

22-Feb-1990

22-Feb-1990

Agent: RINUY

Classes: 9

Remarks:

Goods: MICROPROCESSOR CODING/DECODING
APPARATUS FOR SECURITY
TRANSMISSION OF COMPUTER
INFORMATION

Trademark List

Wednesday, January 28, 1998

Page: 9

Trademark Name
 DATACRYPTOR (WORD)
 Country: Saudi Arabia

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	AEM	1516	Registered	11750	22857	18-Feb-2000	

Agent: RGSL

Classes: 9

Remarks: REG. IS IN FORCE FOR 10
 HEGIRA YEARS (EQUIVALENT
 TO 9 YEARS AND 8 MONTHS
 (APPROX.) ACCORDING TO
 GREGORIAN YRS (8/5/1411H

Goods: ELECTRONIC CODING AND/OR
 DECODING APPARATUS, FOR SECURITY
 TRANSMISSION OF DATA AND PARTS
 AND FITTINGS

DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	382893	9469	07-Jun-1991	19-Dec-2009
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Country: Switzerland

Agent: RGSL

Classes: 9

Remarks:

EXCALIBUR	RDI	AEM	5196	Registered	809293	1617183	16-Oct-1990	16-Oct-2000
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Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change
 from RDCI to RDI on 5/5/95.

Goods: ELECTRONIC COMMUNICATION
 MODULATORS AND DEMODULATORS
 FOR DATA COMMUNICATION SYSTEMS

Wednesday, January 28, 1998 Trademark List

Page: 10

Trademark Name: EXCALIBUR
 Country: United States of America
 Division: AEM
 Case Number: 5355
 Status: Registered
 Application Number/Filing Date: 011780
 Registration Number/Date: 1696803
 Renewal Date: 23-Jun-2002
 First Use Date:

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95.

Goods: DIGITAL ACCESS DEVICE FOR
 ACCESSING DIGITAL TRANSMISSION
 LINES FOR TRANSMITTING DIGITAL
 DATA

EXCALIBUR
 Country: Uruguay
 RDI AEM 5196 Registered 234044 25-Mar-2004
 29-Nov-1989 25-Mar-1994

Agent: BACO

Classes: 9

Remarks:

Goods: ELECTRONIC COMMUNICATION
 MODULATORS AND DEMODULATORS
 FOR DATA COMMUNICATION SYSTEMS

GEORGE
 Country: United States of America
 RDI AEM 5297 Registered 134048 11-Jun-2005
 01-Nov-1984 11-Jun-1985

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 5/5/95

Goods: COMMUNICATIONS EQUIPMENT,
 NAMELY, COMPUTER PROGRAMS AND
 MODEMS

Trademark List

Wednesday, January 28, 1998

Page: 11

Trademark Name	Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
INTERNEXT	RDI	AEM	5390	Registered	153012	1859487	25-Oct-2004	

Country: United States of America

Classes: 9

Remarks: On 4/27/92 Recorded Merger of
Racal Interlan, Inc. to RISI and RISI

Goods: PRE-CONFIGURED DATA NETWORKING
APPARATUS OPERATIONAL WITH
SOFTWARE, FOR CONNECTING AND
CENTRALLY INTEGRATING DATA
COMMUNICATIONS BETWEEN
PCS, TERMINALS AND PERIPHERALS,
NAMELY, TERMINAL SERVERS,
CONCENTRATORS AND MANAGEMENT
MODULES.

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INX

Country: United States of America

RDI	PPH	9047	Registered	692989	1979668	11-Jun-2006
				22-Jun-1995	11-Jun-1996	

Classes: 9

Remarks:

Goods: data communication equipment, namely
preconfigured data networking chassis
operational with software and modules therefor,
for connecting
and centrally integrating data communications
between networks, PCs, terminals, modems,
workstations, host systems and peripherals

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LISTING OF TRADEMARKS HAVING USE RESTRICTIONS

1. List of RDI trademarks having use restrictions:

(Active Trademarks)

- a. TM "CMS"

(Inactive Trademarks)

- b. TM "Internext"
- c. TM "Interlanlink"
- d. TMs "LanNet" and "Racal LanNetExpress"
- e. TMs "Net Express" and "Racal LanNetExpress"
- f. TM "RM"
- g. TMs "SkyNetworks" and "SkyNet"

The rights and restrictions for each mark will be considered individually hereinafter:

B. RDI TRADEMARKS' USE RESTRICTIONS

1. TM "CMS"

In a May 29, 1991 agreement with CINCINNATI BELL INFORMATION SYSTEMS, INC. (CBIS), RDI's use is restricted to:

"DATA COMMUNICATIONS EQUIPMENT" shall mean:
1) a binary data communications network management system and related support services for monitoring of, testing of, controlling of, and/or information gathering on data communication components and/or groups of components in a data communications network to ensure network/component availability and/or performance and 2) the components managed by such data communications network management system including, without limitation, modems, multiplexers, digital service units, network switches and like data communications components.

Under this agreement, CBIS's use of the TM "CMS" is restricted to:

"TELEPHONE BUSINESS SERVICES AND GOODS" shall mean: a telecommunication network management system and related support services for inventory, billing, telephone and network analysis, network optimization and management cost accounting reports, employee

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productivity and scheduling of telephone networks, collection of call record and related data for circuit measurement and any associated interfaces and 2) a system to assign the facilities of such telecommunications systems, including, without limitation, switches, ports, channels, cables, pairs, frequencies and associated components.

Status: TM "CMS" still being used.

2. TM "Internext"

By agreement executed on behalf of Racal on November 30, 1993 with NoXT Computer, Inc., Racal's use of INTERNEXT was restricted as follows:

"Racal agrees to use its mark INTERNEXT" with all of the letters of the mark in the upper case. Racal agrees not to use the lower case for any or all of the letters of its mark INTERNEXT now or in the future. Racal agrees not to use the word NEXT in any manner which would be likely to cause confusion with any Next mark.

Racal agrees not to use its mark INTERNEXT displayed with, near, in or on a rectangular or square or box-like design having a tilted configuration or other such similar design."

3. TM "Interlanlink"

By Stipulation executed on behalf of Racal dated October 25, 1993, Racal dismissed its counterclaim against Interlink Technologies, Inc. on the basis that Interlink would restrict its use of the service mark INTERLINK for installing bar code scanner systems used in distribution and warehouse industries and installing computer systems and computer software used in connection therewith. Interlink dismissed its opposition to Racal's trademark application for INTERLANLINK for computer networking apparatus, comprised of a standalone hub for connecting devices such as PC's, printers and terminals to a network. Both parties to the stipulation have agreed they will not extend use of their respective marks into areas in which confusion between products would be likely.

4. TM "LanNet"

In response to a series of correspondence with the attorney for Lannet Data Communications, Ltd., a division of RAD in Israel,

February 24, 1994
REMYNAPARESTRIC.TM

the last letter dated April 25, 1991, Racal agreed to avoid any use of the LANNET mark as incorporated into any Racal compound mark. Accordingly, the intent to adopt the mark RACALANET EXPRESS or LANET EXPRESS was abandoned.

4. TM "Net Express"

In response to a series of correspondence received from the attorneys for NetExpress, Inc., the last correspondence dated May 22, 1991, Racal agreed to cease all use of Racalan NetExpress to avoid any appearance that Racal may have acquired NetExpress, Inc. Accordingly, the mark RNX was adopted by Racal.

Status: TM "Racalan NetExpress" has been abandoned.

4. TM "RM"

In an April 4, 1988 Agreement with Ryan-McFarland, RDI can use the TM "RM" to identify the following goods: data communication and/or voice communication products, systems and services, including but not limited to, modems, digital service units, multiplexors, encryptors, network management and diagnostic systems and reconfiguration and restoration systems for data and/or voice networks.

RACAL agreed that RYAN-MCFARLAND could continue to use the marks on systems software products, programming services and service programs for systems software including, but not limited to compilers, utility software, development software tools, interfaces, personal computer boards and support maintenance systems.

Status: Most use of mark has migrated to the TM "RMD"

5. TM "SkyNetworks"

Under a July 2, 1991 agreement with ATT, RDI cannot use the TMs "Skynetworks", "Skynet", or any mark confusing similar thereto to identify telecommunications goods and services including but not limited to network satellite telecommunications goods and services.

Status: Inactive. All use of these marks have been terminated.

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Wednesday, January 28, 1998

Trademark Name: COMLINK
Country: United Kingdom

Trademark List

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	AEM	5104	Registered	02-Apr-1980	61131415 14-Dec-1985		

Agent: RGSL
Classes: 9

Remarks: (NO HYPHEN BETWEEN COM-LINK). DBEE'S CASE/UK RESPONSIBILITY

Goods: MODEMS AND PARTS AND FITTINGS THEREFOR

Class: 9

RDI AEM 5181 Registered 759242 1540302 23-May-2009

Class: 9

Remarks: TRADEMARK OWNED BY RACAL GUARDATA, INC.

Goods: CRYPTOGRAPHIC PRODUCTS NAMELY, COMPUTERS, COMPUTER PERIPHERALS, AND COMPUTER PROGRAMS FOR USE IN CRYPTOGRAPHICS

RDI AEM 1516 Registered 631625 366264A1 19-Mar-2000

Agent: NEDE
Classes: 9

Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND, BELGIUM AND LUXEMBURG

Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION

DATA/CRYPTOR
Country: Benelux

TRADEMARK
REEL: 1794 FRAME: 0351

TRADEMARK
REEL: 002269 FRAME: 0305

APPLICATION NUMBER: 80082236
REGISTRATION NUMBER: 0082236

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80042776
REGISTRATION NUMBER: 0042776

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80053863
REGISTRATION NUMBER: 0053863

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 71022652
REGISTRATION NUMBER: 0063856

FILING DATE: 10/11/1906
ISSUE DATE: 07/09/1907

MARK: MONARCH
DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 80071349
REGISTRATION NUMBER: 0071349

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80061887
REGISTRATION NUMBER: 0061887

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80241412
REGISTRATION NUMBER: 0241412

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80071462
REGISTRATION NUMBER: 0071462

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80404383
REGISTRATION NUMBER: 0404383

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80291564
REGISTRATION NUMBER: 0291564

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80135816
REGISTRATION NUMBER: 0135816

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 71122958
REGISTRATION NUMBER: 0135207

FILING DATE: 09/22/1919
ISSUE DATE: 09/28/1920

MARK: BUSSFUSES ELECTRICITY'S SAFETY VALVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 80831310
REGISTRATION NUMBER: 0831310

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80438268
REGISTRATION NUMBER: 0438268

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80341034
REGISTRATION NUMBER: 0341034

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80625642
REGISTRATION NUMBER: 0625642

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 72157738
REGISTRATION NUMBER: 0759242

FILING DATE: 11/21/1962
ISSUE DATE: 10/29/1963

MARK: GAYETY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 71248954
REGISTRATION NUMBER: 0232114

FILING DATE: 05/13/1927
ISSUE DATE: 08/30/1927

MARK: DUTCH MASTERS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 72171762
REGISTRATION NUMBER: 0809293

FILING DATE: 06/25/1963
ISSUE DATE: 05/31/1966

MARK: OAG TRAVEL PLANNER
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 80011780
REGISTRATION NUMBER: 0011780

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 71503081
REGISTRATION NUMBER: 0506607

FILING DATE: 05/31/1946
ISSUE DATE: 02/15/1949

MARK: CHANTILLY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 80153012
REGISTRATION NUMBER: 0153012

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

APPLICATION NUMBER: 80692989
REGISTRATION NUMBER: 0692989

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

LISTING OF TRADEMARKS HAVING USE RESTRICTIONS

1. List of RDI trademarks having use restrictions:

(Active Trademarks)

- a. TM "CMS"

(Inactive Trademarks)

- b. TM "Internext"
- c. TM "Interlanlink"
- d. TMs "LanNet" and "Racal LanNetExpress"
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February 24, 1994
REMOVED RESTRICTIONS

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February 24, 1994
RE: XEROX/INTERLINK TM

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RECEIVED 24, 1994
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