FORM PTO-1594 (Rev. 6-53)  OMB No. 0651-0012 (exp. 4/94)	04-12-2001 ###################################	SHEET U.S. DEPARTMENT OF COMM Patent and Trademark
Tab settings = > Y		-1
To the Honorable Commissioner of P.	101673078	attached original documents or copy thereof.
1. Name of conveying party(ies): HILGO SOLUTIONS, LLC 1601 North Harrison Parkway Sunnise, FL 33323	Name:	and address of receiving party(ies)  Foothill Capital Corporation, as Agent  Address: Suite 3000W
☐ Individual(s) ☐ Association☐ General Partnership ☐ Limited Partnership ☐ Limited Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other ☐ Delaware limited liability come Additional name(s) of conveying party(les) attached? ☐ ☐ Additional name(s) of conveying party(les) attached? ☐ ☐ ☐ Assignment ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	n Street A returnership City:	Address: <u>3450 Colorado Avenue</u> Onta Monica State: <u>CA</u> zip: 90404  vidual(s) citizenship  ociation  ieral Partnership  ited Partnership  poration-State <u>California</u>
Execution Date: April 9,2001		ne(s) & address(cs) attached?   Yes No
	RCCI Pleas additional numbers attached? X Yes	
<ol><li>Name and address of party to whom corresp concerning document should be mailed:</li></ol>		umber of applications and attions involved:
Name: Brobeck, Phleger & Harris Internal Address:  Attn: Kimberley A-Lathrop	K End	closed horlzed to be charged to deposit account
Street Address: 550 South Hope	3Meet 8. Deposi	it account number:
City: Work of City	I	duplicate copy of this page if paying by deposit account)
04/12/2001 DBYRNE 00000091 75082236 01 FC:481 40.00 DB 575.00 DB	DO NOT USE THIS SPACE	
3. Statement and signature. To the best of my knowledge and belief, the the briginal document.		and correct and any attached copy is a true copy  OH-IO-OL
KImberia, A. Lathrop  Name of Person Signing  Total numb	Signature er of pages including cover sheet, atte	achinents, and document.
	a be recorded with required cover	sheet information to:

#### SCHEDULE A

to the Trademark Security Agreement Trademarks or Borrower

See the attached 21 pages.

MITODMA.CMDOCS:70063;2

JA 250

Sent by: RIORDAN & MCKINZIE-

## Appendix Racal Data Group Trademarks.

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

ALM CMS\* CRYPTOSERVER\* DATACRYPTOR\* DATAMATE \*\* EAN **EXCALIBUR®** EXTOL\*\* FASTFRAME\* INX\* ISX LANBUDDY\*\* MYSECRETS\*\* NOCTURNE\*\* OVINIMODE. OMNIMUX\* OUTLANDER\* **PACDIALER** PREMNET\* **RMD** SAFE SAFEDIAL\* SAFETALK TRUSTME\* **VOICE UPS\*\*** WATCHWORD\* WEBSENTRY \*\* WINHUB\*\* "LNbOb.. WINSTAK \*\* WINSTREAM\*\*

\*Subject of an active U.S. trademark registration
\*\*Subject of a pending U.S. trademark application

X.PORT

AppendB

Sent by: BIORDAN & MCKINZIE-

Wednesday, Japany 28, 1998	Trademark List	k List		<del>-</del>		:	Page: [	•	
Tradenark Name	Division Actorneys	ttorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal	First Use	
DATAMATE	RDI	RGS	2084 7	REG		!!			•
Country: European Community								-	÷
	Chases: 9			Remarks:	u u				
DATAMATE	RDI	NY.	9084	REG 7	75/082236				
Country: United States of America				•	/ 01-Apr-1996				
	Classes: 9	y S		Remarks			(		
EXMI	ROI	:	2200	Cad					
Comto: Burgaean Community			Š	2	199877	•			
	Agent: RGS	Recal Group S	Racal Group Services Limited	10	/651-bdv-60				
	•	•		- Replarks:	<b>:</b>				
EXTOL	RDI	ЬРН	7106	REG 7	1 042776		:		÷
Country: United States of America					/ 16-Jan-1996				
	Classes: 9			Remarks:			•		
	Goods: Integrated services digital actwork (ISDN)	ed services dig	ital actwork (1	(NOS			(		
	access devices	bevices	•	•			<u> </u>		
FASTFRAME	RDI WAN	NYA	8704	REG	000271064		5)  -  -		
Country: European Community					24-May-1996				
	Agent: RGSL				•				
	Classes: 9 and 38	<b>789</b>		Remarks	ن				
	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING	DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING	FOR DATA	PMENT. CESSING					
	¥1510	AL METWORD	L. NET WORKS - AND SERVICE	ACE					

Wednesday, January 28, 1998	Tradem	Trademark List					Page: 2		
Trademark Name	Division	Attorneys	Case Number	Sterfas	Application Registration Number/Filing Date Number/Date	Registration Number/Date	Renewal Date	First Use Date	
FASTFRAME	ZZ.	WAN	8406	REG	053863	2083239	76- Lut. 2007		
Country: United States of America				•	06-Feb-1996	29-Jul-1997			
	Classes: 9			Remarks:					
	Goods: DAT	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING	TIONS EQUI	MENT,		6			
	010	DIGITAL NETWORKS							
LANBUDDY	<u>9</u>	RGS	2306	REG	329508		:		
Country: European Community					15-Jul-1996				
	_			Remarks:	.,				
LANGUDDY	RDI	WAN	9082	REG 7	REG 75 063856	:	:		
Country: United States of America				•	/ 26-Feb-1996				
	Classes: 9			Remarks:		(-			
	Goods: DAT NAF	Gowds: DATA COMMUNICATIONS DEVICES, NAMELY LAN ACCESS SERVERS THAT INCLUDE CRYPTOGRAPHIC MODULES	TIONS DEVI SS SERVERS RAPHIC MOJ	CES. THAT JULES		<del>)</del>			
MYSECRETS	RO	RGS	1806	REG	329516				
County: European Constructity					15-Jul-1996				
	Classes: 9			Remarks:					

Wednesday, January 28, 1998	Tradem	iark List	<u>.</u>				Page: 3		
Trademark Name	Division	Allorneys	Care Number	Stafus	Application Number/Filing Date	Registration Number/Onte	Renewal	First Use	
MYSECRETS	ZD.	WAN	1806	REG 7	75 071349		,: ;:	•	
Country: United States of America		-		•	, 20-Feb-1996				
	Classes: 9			Remarks:		B			
	Goods: CRY CRY	Goods: CRYPTOGRAPHIC DEVICES, NAMELY CRYPTOGRAPHIC CIRCUIT BOARDS FOR INCLUSION IN SECURITY SERVERS IN	DEVICES, NAI CIRCUIT BOA JURITY SERVE	MELY RDS FOR SRS IN		2			
	<u> </u>	INTERNATIONAL CLASS 9	CLASS 9	٠					
SAFEDIAL	ROI	RGS	9079	REG	329532				
Country: European Community					15-Jul-1996				
	Classes: 9			Remarks	24				
SAFEDIAL	RDI	WAN	9079	REG	061887	, 7,5190,5	14. Can 2001		
Country: United States of America					20-Feb-1996	16-Sep-1997	/noz-dec.or		
	Classes: 9			Remarks	::	•			
	Goods: DAI	Goods: DATA COMMUNICATIONS DEVICES, NAMELY PCMCIA MODEMS WITH FIRMWARE TO PROVIDE ENCRYPTIONAUTHENTICATION OVER DIAL TELEPHONE LINES AND TO ACT AS A SERVER TO HOST PC IN INTERNATIONAL CLASS 9	MODEMS WINDOWDEMS WINDOWDE  THENTICATION  TO HOST PC  CLASS 9	CES, IH N OVER O IN		٩		·	
TRUSTME	RDI	ROS	0806	REG	329672	i			
Country: European Community					15-Jul-1996				
	Chasses: 9			Remarks:	12				

Page: 4	Application Registration Renewal First Use Number/Filing Date Number/Date Date		22-Apr-1997	KS;	REG 15 241412	1.   1. Fcb-1997	Ks;		179565	961-10751	ţţ.	\$\\ 071462	12-Mar-1996	<b>Y</b>	•
	Status	REG		Remarks:	REG		Remarks:	PPLY	REG		Remarks	REG 75		Remarks:	;
·	Case	6101			1016			E POWER SU	9083			9083			CES, NAMEL
ark List	Attorneys	. наа			нда.			Goods: UNINTERRUPTABLE POWER SUPPLY	RGS			WAN			Goods: ENCRYPTION DEVICES, NAMELY
Trademan	D(vision A	RDI		Classes: 9	RDI		Classes: 9	Goods: UNIN	RDI		Classes: 9	RDI		Classed: 9	Goods: ENCE
Wednesday, January 28, 1998	Trademark Name	VOICE UPS	Country: European Community		VOICE UPS	County: United States of America			WEBSENTRY	Comfry: European Community		WEBSENTRY	Country: United States of America		

Widnesday, January 28, 1998	Trademark List	ist	:	; ; ;		Page: 5		
Terdemark Name	Division Attorneys		Status	Application Number/Filing Date	Registration Number/Date	Renewal	First Use	
WINHUB	RDI	9006	REG	000271325	11			
Country: European Community				96-1nn-1996				
	Classes: 9 AND 38		Remarks	ij				
	Goods: PRENTING OF DATA; TELECOMMUNICATI AND INSTRUMENTS; COMPUTER PROGRA RELAY CONCENTRA ASYNCHRONOUS TR ("ATM") ACCESS DE' MULTIPLEXERS; IN' DIGITAL NETWORK CONCENTRATION D LOCAL AREA NETW DEVICES; PARTS, FT AND FIRMWARE FOR AFORESAID GOODS; MEDIA. TELECOMM DATA COMMUNICA:	PRENTING 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.	ARATUS ARE AND RAME VICES AND MODE D SERVICES REMOTE N") ACCESS SOFTWARE E ECONDING ONS AND					
WINHUB	RDI WAN	9006	REG	7 404383		!	•	
Courty: United States of America				12-Dec-1997				
	Classes: 9		Remarks;	: :5				
	Goods: DATA COM NAMELY A INTERNATI	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY A REMOTE ACCESS SERVER IN INTERNATIONAL CLASS 9.	UIPMENT, SERVER IN		5			
WINPOP	RDI RGS	9016	REG		: !	1		
Courtry: European Community								
	Classes: 9		Remarks:					

Wednesday, Jamuary 28, 1998	Tradema	nark List					Page:		
k Name	Division	Айотеуя	;	Status	Application Number/Filing Date	Registration Date Number/Date	Renewal	First Use	
:	KOX.		9106	REG	291564				
County: United States of America					15/14-May-1997				
	Classes: 9			Remarks:					
	Goods: DAI	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY ACCESS MULTIPLEXERS	ATIONS EQUI	PMENT,		01			
WINSTAK	RDI	WAN	1606	REG	000171864	:		:	
Country: European Community					20-Sep-1996				
	Classes: 9			Remarks:					
WINSTAK	RDI	MAN	1606	REG	135816				
Country: United States of America					15/ 18-Jul-1996				
	Classes: 9			Remarks:	<u>:</u>				
	Goods: DATA NAME DIGIT DEVIC		COMMUNICATIONS EQUIPMENT, LY INTEGRATED SERVICES AL NETWORK (ISDM) :ES	Æ	;				
WINSTREAM	<u>ā</u>	NYN	0606	REG	000171966				
County: European Community					20-Sep-1996				
	Classer: 9			Remarks:					
WINSTREAM	<del>Q</del>	WAN	0606	REG	75/ 135207	:			
County: United States of America									
	Classes: 9			Remarks:	ii	4			
	Goods: INI	Goods: CMTEGRATED SERVICES DIGITAL NETWORK (ISON) TERMINAL ADARTED	VICES DIGITA	5		-			
	!	1-1-man 1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		DACIER					

Wedierday, Jammary 28, 1998	Trademark List	ark List		2			Page: 1	
Trademark Name	Dividion	Auseneys	Care	Stafes	Application Registration Number/Fillag Date Number/Date	Registration Number/Date	Reserval Date	First Use Date
AUTHENTI-KEY	RDI	VEM .	5148	Registered	73326207	1235193	19.Apr-2003	
Country: United States of America					31-Aug-1981	19-Apr-1983		
	Classes: 9			Remarks:	Remarks: OWNED BY RACAL GUARDATA, INC.	۔		
	Goods: CRY DAT	Goods: CRYPTOGRAPHIC EQUIPMENT - NAMELY, DATA TERMINAL SECURITY APPARATUS, SCRAMBLERS AND DECODERS	QUIPMENT - CURITY MBLERS AN	NAMELY, D		ú		
AUMENTICARD	RDI	AEM	\$328	Registered	831310	1599387	05-Jun-2000	
County: United States of America					16-Oct-1989	08-Jun-1990		
	Classes: 9			Remarks	Remarks: OWND BY RACAL GUARDATA, INC.	. GUARDATA,		
	Goods: CAF	UDS CONTROPROC D OPERAT	G A USED TO LC - PARAMET	SAD KEYS ERS INTO			7	
CMS	RDI	RDI AEM	5025	Registered	438268	1290828	21-Aug-2004	: : :
Country: United States of America					08-Aug-1983	21-Aug-1984		
	Cheses: 9			Remarks	Remarks: Submitted recordal of Nume Change from RDCI to RDI on 5/5/95	of Nume Change on 5/5/95		
	Goods A C	LE A COMMUNICATION NETWORK MANAGEMENT SYSTEM COMPRISING NETWORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TEST SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES	N NETWORK STEM COMP OSTIC CONT ALS, DISMA IS, ORK INTERF, NETWORK S	RUSING ROLLERS, Y ACE				

Wedlesday, January 18, 1978	Iradema	ark List					Page: 2	
Trademark Name	Divislon	Attorneys	Cene	Status	_ in 1	Registration Number/Date	Repend Date	First Use Date
CMS(DESIGN)	ZD.	AEM	1758	Registered	341034	1254381	18-04-2003	: ·
Country. United States of America					10-Dcc-1981	18-Oct-1983		
	Classes: 9			Romarks;	Remarki: Submitted recordal of Name Change from RDCI to RDI on 5/5/95	Mame Change 5/5/95		
	Goods: COMPI	APUTERIZED BUSINESS	USINESS			•		
	NAC SOS	INFORMATION SYSTEM-NAMELY, A COMMUNICATION NETWORK	STEM-NAME	۲,۸		ج		
	WA	MANAGEMENT SYSTEM AND	STEM AND					
	COMP NET-	COMPONENTS THEREFORE, COMPRISING NET-	REFORE, CO	MPRISING				
	Øδ	- 4 7.5	DIAGNOSTIC CONTROLLERS, MS, TERMINALS, DISPLAY	EKS,				
	SCREE NETWO	SCREENS, PRINTERS, TESTS SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES	RS, TESTS SE ACE PROCES HES	TS, SORS AND				
COMLINK	KOJ	AEN	Siba	Registered	625642	1501962	30-Аир-2008	
Courty: United States of America					16-00-1986	30-Aug-1988	9	
	Classes: 9			Renarks	Remarks: ON 3/14/94 RECORDED Name Change from RDC1 to RDI, REEL	DED Name o RDI, REEL		
	Goods: MODE MODI USED	Goods: MODEM ELECTRONIC DEVICES, NAMELY MODULATORS AND DEMODULATORS USED IN THE TRANSMISSION OF DATA	EM ELECTRONIC DEVICES, NAME! ULATORS AND DEMODULATORS IN THE TRANSMISSION OF DATA	NAMELY ATORS OF DATA				

Wednesday, January 28, 1998	Trademark List		•			Page: 3		
Iradenark Name	Division Attorneys	Case	Status	Application Number/Filling Date	Registration Pumber/Date	Renewal Date	First Use	
COMUNK	RDI AEM	5104	Registered					
County: United Kingdom				02-Apr-1980	14-Dec-1985			
	Agent: RGSL							
·	Classes: 9		Remarks	Remarks: (NO HYPHEN BETWEEN COM- LINK), OBEE'S CASE/ UK RESPONSIBILITY	TWEEN COM.			
	Goods: MODEMS AND PARTS AND FITTINGS THEREPOR	RTS AND FITT	INGS					
CRYMOSERVER	RDI AEM	5181	Registered	759242	1540302	21-May-2000		
County: United States of America				24-Oct-198B	23-May-1989			
	Classes: 9		Remarks	Remarks: TRADEMARK OWNED BY RACAL GUARDATA, INC.	WNED BY	>		
	Goods: CRYPTOGRAPHIC PRODUCTS NAMELY, COMPUTERS, COMPUTER PEGRAMS FOR USE IN CRYPTOGRAPHER PROGRAMS FOR USE IN	PRODUCTS N MPUTER PERIP PROGRAMS F	AMELY, HERALS, OR USE IN			0		
DATACRYPTOR	RDI AEM	1316	Registered	635625	36264A1	19, Mar. 2000		
County: Benelux				19-Mar-1980	26-Oct-1990			
	Agent: NEDE							
	Classes: 9		Remarks	Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND, BELGIUM AND LUXFMRIBG	DES THE OLLAND, UXFMBURG			
	Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION	OR CODING/DE SECURITY OF COMPUTER	CODING					

Wedlesday, Jamesty 18, 1998	Tradem	Trademark List					Page: 4	
Tretemark Name	Division	Division Attorneys	Case Number Status		Application Registration Number/Date	Registration Number/Date	Renewal First Use Date Date	First Use Date
DATACRYPTOR	RDA	AEM	1516	Registered		382334	20-Mar-2000	:
Country: Italy			•	•	20-Mar-1980	Z7-Nov-1985		
	Agent: JACOB	æ						
	Classes: 9			Remarks:				
	Goods: MKCR	Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER	CODINCADE ECURITY COMPUTER	CODING				
: : : : :		HOLLAND.						
DATACRYPTOR	RDI	YEM .	1516	Registered 24491		וננגז	05-Jun-2000	
County: Kuwaii					06- Jun-1990	16-Nov-1993		
	Afent: RGSL							
	Classes: 9			Renarks	* 1			
	Goods: ELEC UNIT	Good: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED	DDER AND DI	ECODER				
	30	PUTER INFOR	MATION	<b>-</b>				

Wediesday, January 28, 1998	Trademark List							
Trackmark Name	Division Afternove	Case	į	Application	Registration	Page: 5		
DATACRYPTOR	RDI	Jagway	Status	Number/Filing Date Number/Date	Namber/Date	Date	rirsi Use Date	
Courty: Queen	į	9181-	Registered	8093	8093	04-Jun-2010	•	: .
	Agent: RGSL				04-Jun-2000			
	Classes: 9		Remarke					
	Goods: ELECTRICAL AND ELECTRONIC APPARATUS AND INSTRUMENTS COM	ELECTRONIC						
	RECEIVING, TRANSMITTING, PROCESSING, STORING AND	NSMITTING,	ž					
	AUTHENTICATING DATA, ENCRYPTION AND DECRYPTION A PRAPATION	G DATA, ENCR	VPTION					
	COMPUTERS AND COMPUTER	COMPUTER						
	FICURAMMES, AND PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS.	ND PARTS AND L THE AFORES,	AID					
DATACRYPTOR	RDI AEM							
Courty: Rassal-Khaimah	_	9101	Registered	7039	6689	07-14-70m	•	•
	Agent: RGSL			07-1un-1990	1661-ur-10			
	Classes: 9		Dame	Ş				
			Neilling K.S.	reinars: The exact date of registration is not known. Records indicate only Jan.	tration is not ate only Jan.			
	Goods: ELECTRONIC ENCODER AND DECODER	ODER AND DEC		1991.	•			
	DESCRAMBLING TRANSMITTED	PRANSMITTED						
	COMPLITER INFORMATION	MATION						

Wed resday, January 28, 1998	Tradema	Trademark List	: • <b>!</b>	P	•		Page: 6	
Trademark Nume	Division	Division Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Reacond	First Use
DATACRYPTOR	ROI		1516	Registered	5421/93		08-Nov-2000	
County: Republic of Ireland					01-Nov-1993	16-Aug-1995		
	Agent: RGSL					•		
				Remarks;	Remarks: RDL will pay for this case per R. Obee. Obee is resp. for this case. WHEN RENEWAL IS DUE/ASSIGN TO RGUARDA.	case per R. for this AL IS 3UARDA		
DATACRYPTOR	Ð	AEM	1516	Registered	1130639	B1130639	19-Mar-2001	
County: United Kingdom					19-Mar-1980	13-0a-1982		
	Agent: REDDI	<del>-</del>						
	Classes: 9			Remarks:				
	Goods: ELEX DEC TRA	Good: ELECTRONIC CODING AND/OR DECODING APPARATUS, FOR SECURITY TRANSMISSION OF DATA AND PARTS AND FITTINGS INCLUDED IN CLASS 9	ATUS, FOR SE F DATA AND F	SECURITY PARTS CLASS 9				
	₹Ö.	ALL THE AFO	RESAID COOR					
DATACRYPTOR	Ð	AEM	1516	Registered	232114	1169032	15-Sep-2001	
Country: United States of America					20-Sep-1979	15-Sep-1981	•	
	Classes: 9			Remarks:	Remarks: Submitted records) of Name Change from RDC1 to RDI on \$/5/95- SUBMITTED ASSIGNMENT TO RACAL GUARDATA INC 16/11/95	Name Change 5 \$15/95- INMENT TO A INC 16/11/95	ت	
	Coods: ELE UNI DES COP	Good: ELECTRONIC ENCODER AND DECODER LINIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPUTER INFORMATION	ODER AND DE BLING AND TRANSMITTE	SCODER D				

Wetherday, January 28, 1998	Tradem	Trademark List			•			
Tracemark Name	Divieton	Attorneys	Case	Š	Application	Registration	Page: 7 Renewal	First Use
DATACR VETOR (WORK)	i ç				rumper/rung Date	Number/Date	Date	Date
Commy: Authis		VEW	1516	Registered	AM609389	13012)	09-May-2000	
	Agent: RGSL				14-Dec-1989	09-May-1990		
	Classer; 9			Remarks	Remarks: TRADEMARK OWNED BY RACAL CHARBATT	VED BY		
	Goods: ELEC	Goods: ELECTRICAL AND ELECTTRONIC APPARATUS AND INSTRUMENTS	LECTTRONIC		TYPE TOWN			
	RECI	RECEIVING, TRANSMITTING, PROPERSING, STANSMITTING, 1990, 199	MITTING	IS FOR		·		
	EAY Y	AUTHENTICATING DATA; ENCRYPTION	NC AND ATA; ENCR	VPTION				
	NO N	PUTERS AND CO	PPARATUS; OMPUTER					
	PRQ Q	PROGRAMS; PARTS OF AND FITTINGS	OF AND FIT	TINGS				
	ARE	FOR ALL AFORESAID GOODS IF THEY ARE NOT INCLUDED IN OTHER CLASSES	O GOODS IF 1	THEY CLASSES				
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	451505	271831	08.5-0.1007	:
	Agent: HIRON	7			19-Mar-1980	08-Sep-1982		
	Classes: 9			Remarks:	Remarks: DECLARATION OF USE FILED	USE FILED		
	Goods: MICE	Goode MICROPROCESSOR CODINGIDECODING	ODINGODEC	ODING	MAY 12, 1982			
	TRAI	AFFARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION	SURITY SOMPUTER					

Wednesday, January 28, 1998	Trademark List						
Trademark Name	Division Attoracys	Case	Status	Application Number/Filing Dute	Registration Number/Date	Reacted Date	First Use
DATACRYPTOR (WORD)  County: Fed. Republic of Germany	RDI AEM	1816	Registered	RJ76359		20-Mur-2000	¥
	Agent: E(SEN			20-Mar-1980	15.Apr-1981		
	Chises; 9		Remarks:	Remarks: AUTHORIZED PROLONGA TION	LONGATION		
	Clooke (PRIORITY OF SHORT			WHICH WAS DUE ON 3/31/90	05/1E/E NO		
	CONTROLLED DEVICES FOR ENCODING AND DECODING OF SCRAMPLED AND	ICES FOR ENCYS	CESSOR, CODING				
	DESCRAMBLED COMPUTER INFORMATION FOR	MPUTER					
	TRANSFER. (PRIORITY OF 3/20/20); COMPLITER FOR MANIPULATING AND/OR	ANIPULATING	D):				
	PROCESSING AND/OR TRANSFER OF DATA.	OR TRANSFEI	4 OF				
DATACRYPTOR (WORD)	RDI AEM	1516	Registored	591061	1576857	22-Feb. 2000	•
	Agent RINUY			22-Feb-1990	06		
	Classes: 9		Remarks				
	Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY	CODING/DEC	ODING				
	TRANSMISSION OF COMPUTER INFORMATION	COMPUTER					

Wecheeday, January 28, 1998	Tradema	ark List					Page: 9	
Trademark Name	Division	Attorneys	Case		Application Number/Filing Date	Registra Namber	Renewal Date	First Use Date
DATACRYPTOR (WORD)	KD.		1516	Registered	117.50	72857	18-Feb-2000	: -
Courty: Saudi Ambia						25-Nov-1990		
	Agent: RGSL							
	Classes: 9			Remarks	REG. IS IN FORCE FOR 10 HEGIRA YEARS (EQUIVALENT TO 9 YEARS AND I MONTHS (APPROX.) ACCORDING TO GREGORIAN YRS (ISS/1411H	FOR 10 EQUIVALENT F MONTHS RDING TO (B/S/1411H		
	Gunds: ELEC DECC TRAN	Guids: ELECTRONIC CODING AND/OR DECODING APPARATUS, FOR SECURITY TRANSMISSION OF DATA AND PARTS AND FITTINGS	ING AND/OR ATUS, FOR SI PATA AND	ECURITY PARTS				·
DATACRYPTOR (WORD)	ROI	AEM	1516	Registered	382893	9469	19.Dec-2009	
County: Switzerland					19-Dec-1989	1661-unf-20		
	Agent: RGSL	j.						
	Classes: 9			Remarks:			,	
EXCALIBUR	. KDI	VEM	25.8	Registered	809293	1617383	16-Oct-2000	٠
County: United States of America					26-Jun-1989	16-04-1990		
	Classes: 9			Remarks	Remarks: Submitted recorded of Name Change from RDCI to RDI on \$15/95.	of Name Change on \$75/95.		
	Goods: EL MC	Goods: ELECTRONIC COMMUNICATION MODULATORS AND DEMODULATORS FOR DATA COMMUNICATION SYSTEMS	AMUNICATION OF THE TRANSPORT AUNICATION	N ATORS SYSTEMS		de de		

Weenesday, January 28, 1998	Trademark List	ark List	·	•	•		P18 10	6	
Trademark Name	Division	Alturneys	Cese	Status	Application Registration Number/Filing Date Number/Date	Registration Number/Date	Roarmal	First Use Date	
EXCALIBUR		<b>VEM</b>	\$3.55	Registered	011780.	169%803	23-Jun-2002		
Country: United States of America					11.Dec-1919	23-lun-1492			
	Classes: 9			Remarks:	Remarks: Submitted recordal of Name Changa from RDCI to RDI on 55895.	f Name Change n 5/5/95.			
	Goods: DIGIT/ACCES	Goods: DIGITAL ACCESS DEVICE FOR ACCESSING DIGITAL TRANSMISSION LINES FOR TRANSMITTING DIGITAL DATA	EVICE FOR AL TRANSMIS MITTINO DIG	SION		76			
EXCALIBUR	₹	AEM	2186	Registered	234044	234044	25-Mar-2004		
Coastry: Unguey					29-Nov-1989	25-Mar-1994			
	Agent: BACO	0							
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GEORGE	ROI	AEM	3297	Registered	506607	1 X X 3	11 Jun-2005	•	
Coustry United States of America					1981-VaN-10	11-Jun-1945			
	Classers: 9			Remarks	Remarks: Submitted recordal a Diame Change from RDCI to RDI on 5/5/55	Name Change n 5/5/55			
	Goods: COM	Goods: COMMUNICATIONS EQUIPMENT, NAMELY. COMPUTER PROGRAMS AND	S EQUIPMENT TER PROGRAM	r, As and				•	
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Wednesday, January 28, 1998	Tradem	Trademark List			1		Page: 1		
Trademark Name	Division	Division Attorneys	Case	Status	Application Number/Filling Date		Renewal	First Use	
INTERNEXT	ROI	AEM	5390	Registered 153012	153012	1859487	25.04.2004	:	
County: United States of America					01-Apr-1991	25-00-1994			
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	Goods: data	Goods: data communication equipment, namely preconfigured data networking chassis	oquiposest, nam etworking chass						
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	: Please record the attached original document(s) or copy(ies).			
Submission Type	Conveyance Type			
_x] New	Assignment License			
Resubmission (Non-Recordation) Document ID #	x Security Agreement Nunc Pro Tunc Assignment  Effective Date			
Correction of PTO Error	Merger Month Day Year			
Reel # Frame # Corrective Document	Change of Name			
Reel # Frame #	Other			
Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year			
Name RACAL DATACOM, INC., a D	elaware Corporation 09 11 98			
Formerly [ 198 ]				
Individual General Partnership	Limited Partnership X Corporation Association			
Other				
	21			
Citizenship/State of Incorporation/Organization  Receiving Party  Mark if additional names of receiving parties attached				
Receiving Party  Mark if additional names of receiving parties attached				
Name FOOTHILL CAPITAL CORPORATION, a California Corpor cion				
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2def	<u> </u>			
Composed of	2 13			
Address (line 1) 11111 Santa Monica Bou	levard			
Address (line 2) Suite 1500				
Address (line 3) Los Angeles	CA 90025			
Individual General Partnership	State/Country  Limited Partnership  If document to be recorded is an assignment and the receiving party is			
X Corporation Association	not domiciled in the United States, an appointment of a domestic representative should be attached.			
	(Designation must be a separate document from Assignment.)			
Other	DOCUMENT HOLD TO STATE OF THE S			
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ADDRESS.

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

FORM PTO-1 Expires 06/30/99 OMB 0651-0027	0180
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# **RECORDATION FORM COVER SHEET** CONTINUATION

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

OMB 0651-002	I RADEMARKS UNLY TRADEMARK
Conveying Enter Addition	g Party  Mark if additional names of conveying parties attached  Execution Date  Month Day Year
Name	RACAL-DATA COM, à Delaware Corporation 09/11/98
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Individ	General Partnership Limited Partnership X Corporation Association
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Citizen	ship State of Incorporation/Organization
Receiving Enter Addition	Party  Mark if additional names of receiving parties attached
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_x Corpor	Tepressitative should be attached
Other	(Designation must be a separate document from the Assignment.)
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Trademar	Application Number(s) or Registration Number(s) Mark if additional numbers attached
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291564	625642 692989
135816	759242
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438268	506607
341034	153012

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FORM PTO-	-1618B Page 2	U.S. Department of Commerce	
Expires 06/30/99 OMB 0651-0027	- ugo z	Patent and Trademark Office TRADEMARK	
Domestic R	Representative Name and Address Enter for the first Receiving P	arty only.	
Name			
Address (line 1)			
Address (line 2)			
Address (line 3)			
Address (line 4)			
Correspond	ient Name and Address Area Code and Telephone Number 213-489-	4060	
Name	Brobeck,Phleger & Harrison LLP		
Address (line 1)	Attention: Kimberley A. Lathrop		
Address (line 2)	550 South Hope Street		
Address (line 3)	Los Angeles, CA 90071		
Address (line 4)			
Pages	Enter the total number of pages of the attached conveyance document	# 32	
Trademark	including any attachments.  Application Number(s) or Registration Number(s) Mark if a	additional numbers attached	
	Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers		
Trac	demark Application Number(s) Registration Nu	mber(s)	
082236     063856     241412       042776     071349     071462			
042776	071349 071462		
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Fee Amoun	t Fee Amount for Properties Listed (37 CFR 3.41): \$ 61	5.00	
	f Payment: Enclosed 🔀 Deposit Account	•	
Deposit A	Account ayment by deposit account or if additional fees can be charged to the account.)		
(Enter to p	Deposit Account Number: #		
	Authorization to charge additional fees: Yes	No	
Statement a	and Signature		
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	of Person Signing Signature	Date Signed	

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## 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. <u>Definitions and Construction</u>. 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:

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. <u>Section 1</u> 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:

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- "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.
- "<u>UCC</u>" 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. <u>Section 11</u> of the Agreement is hereby amended and restated in its entirety as follows:
- Section 11. <u>Governing Law</u>. 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. <u>Choice of Law</u>. 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.
- 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. <u>Effect on Trademark Security Agreement</u>. 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

- 3 -

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

- 5. <u>Further Assurances</u>. 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", "herein", "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

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

- Borrower and Lender have entered into that certain Loan and Security Α. 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
- Pursuant to the Loan Agreement and as one of the conditions precedent B. 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) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (c) <u>Interpretation</u>. 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.

- The words "including," "includes" and "include" shall be (iv) deemed to be followed by the words "without limitation."
- References to agreements and other contractual (v) instruments shall be deemed to include all subsequent amendments and other modifications thereto.
- 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.
- In the event of a direct conflict between the terms and (ix) 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"):
  - all state (including common law) and federal trademarks, (i) 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) <u>Continuing Security Interest</u>. 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 <u>Section 17</u>.

- (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) <u>Licenses</u>. 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) <u>No Other Trademarks</u>. <u>Schedule A</u> 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) <u>Trademarks Subsisting</u>. Each of the Trademarks listed in <u>Schedule A</u> 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) <u>No Infringement</u>. 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) <u>Powers</u>. 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.

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17. <u>Termination</u>. 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

Name: Douglas E. Johnston, Jr

Title: Vice President

FOOTHILL CAPITAL CORPORATION,

a California corporation

Name: Brian Duffy

Title: Vice President

9

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.

-			4
•		LINDA KAREN WILLIAMS	ď
<u> </u>		COMM. # 1037869	3
3	N September 1	lotary Public — California	3
To the second		LOS ANGELES COUNTY Comm. Expires OCT 8, 1999	7
1	MY	COURT DAME OCT 9, 1848	

[SEAL]

STATE OF CALIFORNIA COUNTY OF LOS ANGELES

LINDA KAREN WILLIAMS On September 11, 1998, before me, 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.

[SEAL]

## SCHEDULE A

# to the Trademark Security Agreement <u>Trademarks or Borrower</u>

See the attached 21 pages.

MITODMA.CMDOCS:70063;2

JA 265

## 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

Appcndf3

TRABEMARK NAGROIR : Yd Jnes

REEL: 002269 FRAME: 0284

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Wednesday, Jameary 28, 1998	Trademark List	ark List	•	·. i			Page: 1	<b>t</b> ;
Tradenark Name	Division	Division Attorneys	Case	Status	Application Nember/Filing Date	Registration Number/Date	Renewal	
DATAMATE	ROf	RGS	28	REG		1:		
County: European Community								
	Classes: 9			Remarks:	ü			
DATAMATE	Į <b>Č</b>	WAN	9084	REG 7	75/082236			
Country: United States of America					01-Apr.1996			
	Classes: 9			Remarks				
	Goods: MODEMS	EMS			4		(	
EXTOL	RDA		7,00	REG	190877		$\ni$	
County: Buropean Community					(9. A ov. 1007			
	Agent: RGS	Racal Group	Racal Group Services Limited	70				
				Remarks	iá			
EXTOL	RDI	НА	7206	REG	/042776			
Country: United States of America				ζ	/ 16-Jan-1996			
	Classes: 9			Remarks:	:4			
	Goods: Integ	Integrated services di access devices	Goods: Integrated services digital actwork (ISDN) access devices	(NOS			વ	
FASTFRAME	RDI	NYA	9078	REG	000771064	· · · · · · · · · · · · · · · · · · ·	e);	•
Country: European Community					24-May-1996			
	Agent: RGSL	1						
	Classes: 9 and 38 Goods: DATA C	9 and 38 DATA COMMUNICATIONS EQUANDED SOLUTIONS OF SOLUTIONS AND SOLUTIONS OF SOLUT	States: 9 and 38  Goods: DATA COMMUNICATIONS EQUIPMENT,	Remarks; PMENT,	Δ.			
	200	CENTRATION TAL NETWOR	CONCENTRATION AND FOR ACCESSING DIGITAL NETWORKS - 124 SERVICE	ESSING				

Wedstiday, January 18, 1998	Traden	Trademark List				·	Page: 2	
Trademark Name	Division	Attorneys	Case Number	Startos	Application Registration Number/Filing Date Number/Date	Registration Number/Date	Renewal	First Use Date
FASTFRAME	<b>S</b> ON	WAN	8.06	REC	053863	2083239	79-141-7007	
Country: United States of America				·	06-Feb-1996	29-Jul-1997		
	Classes: 9			Remarks:	24			
	Goods: DA1 NA1 CO1	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING DIGITAL NETWORKS	ATIONS EQUI FOR DATA AND FOR ACK	PMENT, CESSING	ı	8		
LANBUDDY	Ð	RGS	2006	REG	329508		:	:
Country: European Community					15-341-1996			
	Clexics: 9			Remarks:	::			
LANBUDDY	RDI	WAN	9082	REG 1	75/ 063856	:	:	
Country: United States of America					26-Feb-1996			
	Classes: 9			Remarks:	•	(		
	Goods: DA NA INC	Goods: DATA COMMUNICATIONS DEVICES, NAMELY LAN ACCESS SERVERS THAT INCLUDE CRYPTOGRAPHIC MODULES	ATIONS DEVI ESS SERVER GRAPHIC MO	CES. S THAT DULES		<del>)</del>		
MYSECRETS	* A	RGS	1806	REG	329516			
County: European Community					15-Jul-1996			
	Chases: 9			Remarks:				

Wednesday, Jeanury 28, 1998	Tradema	ark List					Page: 3		
Fridenisk Name	Division	Atterneys		Status	Application Registration Number/Piling Date Number/Date	Registration: Number/Oute	Ronewal Date	First Use Date	
MYSECRETS	Ð	KAN	1806	REG 7	75/071349	:	,: ;.	•:	
Coustry: United States of America					, 20-Fcb-1996	1			
	Classes: 9			Remarks:		B			
	Goods: CRY CRY INC:	Goods: CRYPTOGRAPHIC DEVICES, NAMELY CRYPTOGRAPHIC CIRCUIT BOARDS FOR INCLUSION IN SECURITY SERVERS IN INTERNATIONAL CLASS 9	DEVICES, NAP CIRCUIT BOA URITY SERVE	MELY RDS FOR RRS IN		<b>)</b>			
SAFEDIAL	ROI	RGS	6406	REG	329532	-			
Coustry: European Community					15-Jul-1996				
	Classes: 9			Remarks	12.				
SAFEDIAL	ROI	W.Y.N	6406	REG	061887	2098252	16-Sep-2007		
Country: United States of America					20-Feb-1996	16-Sep-1997			
	Classes: 9			Remarks	::	4			
	spo	Goods: DATA COMMUNICATIONS DEVICES, NAMELY PCMCIA MODEMS WITH FIRMWARE TO PROVIDE ENCRYPTIONAUTHENTICATION OVER DIAL TELEPHONE LINES AND TO ACT AS A SERVER TO HOST PC IN INTERNATIONAL CLASS 9	MODEMS WINDOVIDE OVIDE HENTICATIO LINES AND T	ICES, IH N OVER O		<b>9</b>			
TRUSTIME	RDI	RGS	0806	REG	329672	<u> </u>			
Country: European Community					15-Jul-1996				
	Classes: 9			Remarks:	12				

Wednesday, January 28, 1998	Tradem	Trademark List				-	Page: 4		
Trademark Name	Division	Allbracys	Care	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date	
VOICE UPS	RD)	. Hed	1016	REG	000519454	· .	.•		
County: European Community					22-Apr-1997				
	Classes: 9			Remarks:					
VOICE UPS	RDI	Hdd	1016	REG 15	75/241412			:	
County: United States of America					13-Fcb-1997				
	Classes: 9			Remarks:		7			
	Goods: UNI	Goods: UNINTERRUPTABLE POWER SUPPLY	E POWER SU	PPLY		-			
WEBSENTRY	KDI	RGS	9083	REG	329565				
Country: European Community					15-Jul-1996	•			
	Classes: 9			Remarks					
WEBSENTRY	RDI	WAN	6806	REG 75	071462			:	
County: United States of America	,			-	12-Mar-1996				
	Classes: 9			Remarks:		,			
	Goods: ENC	Goods: ENCRYPTION DEVICES, NAMELY ETHERNET HOST SECTIONS AND IN SE	CES, NAME	/ر چو ښارمار		•			
			2 - 1 - 2 O - 3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	onne:					

Wednesday, January 28, 1998	Tradem	nark List	:	:	:		Page: 5		
Tribenari Name	Division	Attorneys	Once Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date	
PARINA	RDI		9008	NEG	000271325		i: i:	•	
COMMENT: European Community					06-Jun-1996				
	Classes: 9 AND 38	D 38		Remarks:	ij				
	Goods: PRIN TELL	Goods: PRINTING OF DATA; TELECOMMUNICATIONS APPARATUS	۲: TIONS APPAI	RATUS					
	A OS	COMPUTER PROGRAMS FOR FRAME RELAY CONCENTRATION DEVICES AND	CAMS FOR FR	CES AND					
	YSA YSA	NCHRONOUS.	TRANSFER M	OOE					
	X 5 X	M") ACCESS D LTIPLEXERS; 1	NTEGRATED	SERVICES					
	<b>9</b> 60	DIGITAL NETWORK ("ISDN") CONCENTRATION DEVICES, REMOTE	K (*1SDN*) DEVICES, RI	EMOTE					
	LOC	local area network ("Lan") acces: Devices; parts, fittings, software	WORK ("LAN FITTINGS, SC	I") ACCESS DFTWARE					
	AK AK	AND FIRMWARE FOR ALL THE AFORESAID GOODS, DATA RECORDING	OR ALL THE DS; DATA RE(	CORDING					
	ME	MEDIA. TELECOMMUNICATIONS AND DATA COMMUNICATIONS SERVICES.	MMUNICATIC		_				
WINHUB	9	WAN	9006	REG	75 404383			: :	•
County: United States of America					12-Dec-1997				
	Classes: 9			Remarks:	rks;				
	Goods: DA	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY A REMOTE ACCESS SERVER IN INTERNATIONAL CLASS 9.	CATIONS EQUATE ACCESS S	JIPMENT, SERVER IN		5			
avanum	RDI	RGS	9016	REG		: !			
Country: European Community									
	Chases: 9			Remarks:	rks:				

Wednesday, Jamunry 28, 1998	Traden	Trademark List					Page: 6	
Trademark Name	Division	Анотеуь	•	Status	Application Number/Filing 1	Application Registration Namber/Filing Date Namber/Onte	Renewal	First Use Date
	SQ.	Hdd.	9106	REG	291564		•	
Country: United States of America					1 14-May-1997			
	Classes: 9			Remarks:				
	Goods: DAI	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY ACCESS MULTIPLEXERS	ATIONS EQUI	PMENT.		10		
WINSTAK	5	WAN	1606	REG	000371864	: -		:
Country: European Community					20-Sep-1996			
	Classes: 9			Remarks:				
WINSTAK	RD.	NYM	1606	REG	115816			
County: United States of America					75 18-Jul 1996			
	Classes: 9			Remarks:				
	Goods: DA' NAI DIG	Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY INTEGRATED SERVICES DIGITAL NETWORK (ISDN) DEVICES	ATIONS EQUI TED SERVICE K (ISDN)	PMENT,				
WINSTREAM	Ø.	AVA	0606	REG	200121966			***
County: European Community					20-Sep-1996			
	Classer: 9			Remarks:				
WINSTREAM	Ð	WAN	0606	Meg 7/	135207	:		
County: United States of America				2				
	Classes: 9			Remarks:		4		
	Goods: INT	Goods: CMTEGRATED SERVICES DIGITAL NETWORK (ISDN) TERMINAL ADAPTER	MCES DAGITAI PERMINAL AE	Ē				

Wediesday, January 28, 1998	Trademar	nark List		<i>:</i>			Page: 1	
Trademark Name	Divition	Division Atterneys	Case	Status	Application Registration Number/Fillag Date Number/Date	Registration Number/Date	Reserva! Date	First Use Date
AUTHENTI-KEY	RDI	AEM	2148	Registered	73326207	1235193	19-Apr-2003	
County: United States of America					31-Aug-1981	19-Apr-1983		
	Classes: 9			Remarks	Remarks: OWNED BY RACAL GUARDATA, INC.	<u>,</u>		
	Goeds: CRYPT DATA T APPAR DECOI	CRYPTOGRAPHIC EQUIPMENT - N DATA TERMINAL SECURITY APPARATUS, SCRAMBLERS AND DECODERS	OGRAPHIC EQUIPMENT - NAMELY, TERMINAL SECURITY ATUS, SCRAMBLERS AND DERS	· NAMELY, D		51		
AUTHENTICARD	RDI	AEM	\$328	Registered	831310	1866681	05-Jun-2000	
Courty: United States of America					16-001-1989	05-Jun-1990		
	Classes: 9			Remarks	Remarks: OWND BY RACAL GUARDATA, INC.	C GUARDATA,		
	Goods:	Goods: CARDS CONTAINING A MICROPROCESSOR USED TO LOAD KEYS AND OPERATIONAL PARAMETERS INTO CRYPTOGRAPHIC EQUIPMENTS	ING A R USED TO LC AL PARAMET EQUIPMENTS	SAD KEYS ERS INTO			<b>ブ</b>	
CMS	TON.	AEM	5025	Registered	438268	1290828	21-Aug-2004	
Country: United States of America					08-Aug-1933	21-Aug-1984		
	Classes: 9			Remarks	Remarks: Submitted records of Name Change from RDCI to RDI on 5/5/95	of Nume Change on 5/5/95		
	Goods A C	Goods A COMMUNICATION NETWORK MANAGEMENT SYSTEM COMPRISING NETWORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY SCREENS, PRINTERS, TEST SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES	AMUNICATION NETWORK AGEMENT SYSTEM COMPRISING FORK DIAGNOSTIC CONTROLLERS, EMS, TERMINALS, DISPLAY ENS, PRINTERS, SETS, NETWORK SWITCHES	K RISING ROLLERS, V NCE			١٥	

Wedtesday, January 28, 1998	Traden	Trademark Liet		•				
							Page: 2	
Trademark Name	Divislon	Attorneys	Case Number	Status	Application Registration	Registration Number/Date	Renewal	First Use
CMS(DESIGN)	ZQZ		1758	Registered	341034	1254381	18-0-2001	
County: United States of America					10-Dec-1981	18-Oct-1983		
	Classes: 9			Romarks;	Remarks: Submitted recordal of Name Change from RDC1 to BOI on 1/2 Bo	Name Change		
	Goods: CON	Goods: COMPUTERIZED BUSINESS	USINESS	,		CAICIE		
	Ž Ö	COMMUNICATION NETWORK	NETWORK	<b>۲</b>		2		
	MA SOS	AGEMENT SY	STEM AND FREFORE, COA	APRISING				
	WOO	WORK DIAGNOSTIC CONTROLLERS, MODEMS, TERMINALS, DISPLAY	C CONTROLLI ALS, DISPLAY	ERS,				
	SCE NET NET	SCREENS, PRINTERS, TESTS SETS, NETWORK INTERFACE PROCESSORS AND NETWORK SWITCHES	RS, TESTS SET ACE PROCESS HES	S, ORS AND				
COMLINK	KO	AEM	200	Registered	625642	1,000		
Country: United States of America					16-Oct-1986	886	JO-Aug-2008	
	Classes: 9			Remarks:	Remarks: ON 3/14/94 RECORDED Name	ED Name		
	Goods: MOI	G∞ds: MODEM ELECTRONIC DEVICES NAME! V	NIC DEVICES		CHARGE FROM ROCI to RDI, REEL 1118, FRAME 184-185.	RD4, REEL 5.		
	MOI	MODULATORS AND DEMODULATORS USED IN THE TRANSMISSION OF DATA	D DEMODULA NSMISSION OF	TORS		-		

Wednesday, January 28, 1998	Tradem	Trademark List	•		·		Page		
Trustmark Name	Division		Case	Status	Application Number/Filling Date	Registration Number/Date	Renewal	First Use Date	
COMUNK	Ω	AEM	2015	Registered		61131415			
County: United Kingdom					02-Apr-1980	14-Dec- 1985			
	Agent: RGSL	,			•				
	Classes: 9			Remarks:	Redarks: (NO HYPHEN BETWEEN COM. LINK), OBEE'S CASE/ UK RESPONSIBILITY	JEEN COM. E/ UK			
	Goods: MODI	Goods: MODEMS AND PARTS AND FITTINGS THEREFOR	AND FITTI	NGS					
CRYMOSERVER	RD(	AEM	5181	Registered	759242	1540302	23-Mav-2009		
County: United States of America					24-Oct-1988	686			
	Classes: 9			Remarks:	Remarks: TRADEMARK OWNED BY RACAL GLIANDATA DAG	2ED BY	3		
	Goods: CRY COM AND CRY	Goods: CRYPTOGRAPHIC PRODUCTS NAMELY, COMPUTERS, COMPUTER PERIPHERALS, AND COMPUTER PROGRAMS FOR USE IN CRYPTOGRAPHCS	ODUCTS NA TER PERIPH YGRAMS FO	MELY, IERALS, R USE IN		۲۰ اهد.	<u>&gt;</u>		
DATACRYPTOR Coudey: Benelux	RĎ.	AEM	1516	Registered	635625		19-Mar-2000		
	Agent: NEDE	ú				28-04:1990			
	Classes: 9			Remarks:	Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND, REFERENT AND THE COUNTRIES OF HOLLAND,	S THE LAND,			
	Goods: MICR APPA TRAN INFOI	Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION	ODING/DEC URITY OMPUTER		ALL LUKEMBURG	CEMB URG			•

Wednesday, Jamany 28, 1998	Tradem	Trademark List					Page: 4	_
Tratemark Name	Division	Attorneys	Case		Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Oak
DATACRYPTOR	N KOX	AEM	1516	Registered		382334	20-Mar-2000	
Country: Italy			•		20-Mar-1980	Z7-Nov-1985		
	Agent: JACOB	8						
	Classes: 9			Remarks:				
	Goods: MICI	Goods: MICROPROCESSOR CODING/DECODING	CODINGIDE	CODING				
	TRA	TRANSMISSION OF COMPUTER INFORMATION	COMPUTER					
DATACRYPTOR	RDI	YEW.	1516	Registered	24491	2331	05.Jun-2000	
County: Kuwaii					06- Jun- 1990	16-Nov-1993		
	Agent: RGSL	ب						
	Classes: 9			Renarks	F.J.			
	Goods: ELE	Goods: ELECTRONIC ENCODER AND DECODER	ODER AND D	ECODER				
		UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMIT	BLING AND	5				
	5	COMPLITER INFORMATION	MATION	j				

Wedterday, Jacuary 28, 1998	Tradem	ark List					Page: 5		
Trackmark Name	Division	Attoracys	Case	Status	Application	Registration	Renewal	First Use	
DATACRYPTOR Courty Outer	RD)	* * * * * * * * * * * * * * * * * * *	1516	Registered	8093 8093		Date 04-Jun-2010	Date	
	Agent: RGSI	ــ				04-Jun-2000			
	Classes: 9			Remarke					
	Goods: ELECTR RECEIV RECEIV ANTHEI AND DE COMPU PROGRA FITTING	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.	ECTRONIC STRUMENTS AITTING, AG AND ATA, ENCRY PARATUS, MPUTER PARTS AND	FOR PTION					
DATACRYPTOR	148	AEM		•					
Courty: Ras-al-Khaimah	<u> </u>		9161	Registered	<b>:</b>	:	07-Jun-2000	•	
	Agent: RGS	د.			07-18h-1990	01-Ju-1991			
	Classes: 9			Remarks:	Remarks: The exact date of registration is not known. Records indicate only Jan. 1901	stration is not cate only Jan.			
	Goods: ELEC UNIT DESC COM	Goods: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPLTER INFORMATION.	ER AND DEC NG AND INSMITTED ITION.	ODER					

Wednesday, January 28, 1998	Trademark List	ark List	:	•			Page: 6		
Trademark Nume	Division	Attoracys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Reserval	First Use	
DATACRYPTOR	RDI	•	1516	Registered	5421/93		08-Nov-7000	) THE	
County: Republic of Ireland	Agent: RGSL				01-Nov-1993	16-Aug-1995			
				Remarks;	Remarks: RDL will pay for this case per R. Obee. Obee is resp. for this case. WHEN RENEWAL IS DUE/ASSIGN TO RGUARDA	case per R. For this AL IS SUARDA			
DATACKYPTOR County: United Kinedom	<del>2</del>	AEM	1516	Registered	1130639	B1130639	19-Mar-2001		
	Agent: REDDI	=			19-Mar-1980	13-Oct-1982			
	Classes: 9			Remarks.					
	Goods: ELEC DECC TRAN	Goods: ELECTRONIC CODING AND/OR DECODING APPARATUS, FOR SECURITY TRANSMISSION OF DATA AND PARTS	NG AND/OR ATUS, FOR SE DATA AND P	CURITY					
A De la companya de l	FOR /	AND FILLINGS INCLUDED IN CLASS 9 FOR ALL THE AFORESAID GOODS,	LUDED IN CRESAID COOC	7LASS 9 15.					
DATACRYPTOR	RDI	AEM 1	1516	Registered	232114	1169032	16 6-2 300		
Country: United States of America					616	15-Sep-1981	1007-050-01		
	Classes: 9			Remarks:	Remarks: Submitted records of Name Change from RDC1 to RD on \$75/95. SUBMITTED ASSIGNMENT TO	Name Change \$/\$/95- NMENT TO	土		
	Goods: ELEC UNIT DESC COMI	Goods: ELECTRONIC ENCODER AND DECODER UNIT FOR SCRAMBLING AND DESCRAMBLING TRANSMITTED COMPUTER INFORMATION	ODER AND DE ILING AND RANSMITTED MATION	CODER	AACAL GOARDA I A INC (6/11/95	INC 16/11/95			

Wetnesday, Sanuary 28, 1998	Traden	Trademark List	•	1	•	٠		
							P4ge: 7	
Trademark Name	Divielon	Attorneys	Case Number	Status	Application Number/Piting Date	Registration Number/Date	Renewal	
DATACRYPTOR (WORD)	RDI	AEM	1516	Registered	AM609389	•	00.14	Date
Compy: Austria					19-Dec-1989	09-May-1000	09-may-2000	_
	Agent: RGSI	ب				0441-4		
	Clauses: 9			Remarks	Remarks: TRADEMARK OWNED BY RACAL GUARDATA	NED BY		
	Goods: ELE	Goods: ELECTRICAL AND ELECTTRONIC	LECTTRONIC	•		ŧ		
	APP	APPARATUS AND INSTITUMENTS FOR	ISTTRUMENT	SFOR				
	A CAR	PROCESSING, STORING AND	NO AND					
	AUT	AUTHENTICATING DATA; ENCRYPTION	DATA; ENCRY	VOLLA				
		O DECRYPTION A RPUTERS AND C	APARATUS; OMPLITER					
	PRO	PROGRAMS; PARTS OF AND FITTINGS	OF AND FIT	TINGS				
	FOR	FOR ALL AFORESAID GOODS IF THEY ARE NOT INCLUDED IN OTHER CLASSES.	D GOODS IF 1	FHEY CLASSES				
DATACRYPTOR (WORD)	ROI	AEM	1516	Registered	451505	271831	08-Sep-1007	į
County, Caracte	Agent: HIRON	ž			19-Mar-1980	786		
	Classes: 9			Remarke.	Remarks: DECLADATION OF 1100 mm mm			
					MAY 12, 1982	OSE FILED		
	Goode Mic App TRA INF	Goode MICROPROCESSOR CODING/DECODING APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION	CODING/DEC CURITY COMPUTER	ODING				

Wednesday, January 28, 1998	Trademark	ark List					Page: 8		
Trademark Name	Division	Division Attorneys	Case	Status	Application Number/Filiag Date	Registration Number/Date	Reactival Date	First Use Date	
DATACRYPTOR (WORD)	RDI	VEW	9151	Registered	RJ 763.59	1016892	20-Mar-2000		
County: Fed. Republic of Germany					20-Mar-1980	15-Apr-1981			
	Agent: EISEN	z							
	Classes: 9			Remarks:	Remarks: AUTHORIZED PROLONGATION WHICH WAS DUE ON 3/31/90	CONGATION ON 3/31/90			
	Goods: (PRU) CON AND DES( INFC CON	Goods: (PRIORUTY 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	19) MICROPRICES FOR EN SCRAMBLEI MPUTER (TTY OF 3/20/1 ANIPULATINANISFICER (TTY OF 3/20/1 ANIPULATINANISFICER (TRANISFICER	OCESSOR, CODJING D AND B AND G AND/OR			·		
	DATA	٠.							
DATACRYPTOR (WORD)	RDI	AEM	1516	Registored	190165	1576857	22-Feb-2000		
County: France					22-Feb-1990	22-Feb-1990			
	Agent: RINUY	λŊ							
	Classes: 9			Remarks:					
	Goods: MICROP APPARA TRANSM INFORM	MICROPROCESSOR CODING/DE/ APPARATUS FOR SECURITY TRANSMISSION OF COMPUTER INFORMATION	ROCESSOR CODING/DECODING TUS FOR SECURITY AISSION OF COMPUTER	1 <b>00</b> 2					

Wedserday, Japanry 28, 1998	Trademark List	ark List					Page: 9	
	i		# 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		Application		Reserval	First Use
Tredmark Name	Oivision	Attorneys	Nomber	Startes	Number/Fring Date		<b>3</b> :	Date :
DATACRYPTOR (WORD)	RDA	AEM	1516	Registered	11750	22857	18-Feb-2000	
County: Saudi Arabia						25-Nov-1990		
	Agent: RGSL							
	Classes: 9			Remarks	Remarks: REG. IS IN FORCE FOR 10 HEGIRA YEARS (EQUIVALENT TO 9 YEARS AND I MONTHS (APPROX.) ACCORDING TO GREGORIAN YRS (ESS)4111H	FOR 10 EQUIVALENT F MONTHS RDING TO (\$25/1411H		
	Goods: ELE DEC TRA ANI	Guids: ELECTRONIC CODING AND/OR DECODING APPARATUS, FOR SECURITY TRANSMISSION OF DATA AND PARTS AND FITTINGS	NG AND/OR ATUS, FOR SI DATA AND	ECURITY PARTS				·
DATACRYPTOR (WORD)	ROI	АЕМ	1516	Registered	382893	9469	19.Dec-2009	
Country: Switzerland					19-Dec-1989	1991-unCO		
	Agent: RGSL	1.						
	Classes: 9			Remarks:			,	
EXCALIBUR	ZQ.	VEW	\$196	Registered	809293	1617383	16-Oct-2000	
County: United States of America					26-Jun-1989	16-04-1990		
	Classes: 9			Remanks	Remarks: Submitted recordel of Name Change from RDC1 to RDI on \$15/95.	of Name Change on \$75/95.		
	Goods: EL	Goods: ELECTRONIC COMMUNICATION MODULATORS FOR DATA COMMUNICATION SYSTEMS	IMUNICATIO DEMODUL IUNICATION	N ATORS SYSTEMS		a a		

Wednesday, January 28, 1998	Tradem	Trademark List	•	:			01 :38rd		
Tratement Name	Division	Division Attorneys	Case	Status	Application Number/Filing Date	Registration Number/Date	Roseran	First Use Date	
EXCALIBUR	103	AEM.	5355	Registered	011780	1696803	Chr. Lun. 2040		
Country: United States of America					18.Dec. 1919	23-lun-1992			
	Classes: 9			Remarks:	Remarks: Submitted records of Name Change	Name Change			
	Goods: DiG	Goods: DIGITAL ACCESS DEVICE FOR ACCESSING DIGITAL TRANSMISSION	DEVICE FOR	20	TOPE KINCHES KUI ON SUSYS.	. 3888. •			
	LINES	LINES FOR TRANSMITTING DIGITAL DATA	MITTING DIG	TAL		76			
EXCALIBUR	3	AEM	3186	Registered	234044	234044	25-Mar-2004	<u>:</u>	
Country: Uniguay					29-Nov-1989	25-Mar-1994			
	Agent: BACO	0							
	Classes: 9			Remarks:					
	Goods: ELE MOI	GONDS: ELECTRONIC COMMUNICATION MODULATORS AND DEMODULATORS	MUNICATION DEMODULA	TCRS					
	<b>8</b>	FOR DATA COMNUNICATION SYSTEMS	UNICATIONS	rstems					
GEØRGE	80	AEM	3297	Registered	506607	13404.18	11. Jim. 2005		
Courtry United States of America					1861-VON-10	11-Jun-1945			
	Classes: 9			Remarks:	Remarks: Submitted recordal of Name Change	Name Change			
	Goods: COA	GOMS: COMMUNICATIONS EQUIPMENT, NAMELY: COMPUTER PROGRAMS AND	S EQUIPMENT ER PROGRAM	SAND	MODERATE TO ALLI ON 3/3/9/3	5/5/5/5 n			
	Ø <sub>W</sub>	MODEMS				E			

Wedsesday, January 28, 1998	Tradem	emark List			,		Page:	
Trackmark Name	Division	Division Attorneys	Case Namber	Status	Application Number/Filing Date	Registration Number/Date	Renewal	First Use
INTERNEXT	ROS	AEM	5390	Registered	153012	1850787		:
County: United States of America	•				8	75 Oct 100.0	4007-130-C7	
						ヌケーロンイン		
	Classes: 9			Remarks	Remarks: On 4/27/92 Recorded Merger of Racal Intertal, Inc. to RIST and Deca	Merger of		
	Goods: PRE-	Goods: PRE-CONFIGURED DATA NETWORKING	DATA NETWO	RKING				
	E GS	NATE, FOR C	ONNECTING,	E C				
		FRALLY INTEG IMUNICATIONS	RATING DAT	<				
	AA.	TERMINALS A	ND PERUPHER	ALS,		5		
	CON	CONCENTRATORS AND MANAGEMENT MODULES.	AND MANAGI	SMENT				
XNI	RDI	ЬРН	4047	Registered	607980		***************************************	
County: United States of America					3000	11. 14.1.1006	1 - Jun-2006	
	Classes: 9			Remarke		0661.806.13		
	Goods; data preco	Goods: data communication equipment, namely preconfigured data networking chassis operational with software and modules to	quipment, name Norking chassi The and module	<u> </u>		يب.		
	for ex	for connecting and centrally integration data communications	an data commun			7		
	betw	between neworks, PC's, erminals, modems, workstations, host systems and peripherals	S. terminak, m.	odems, rats				

#### listing of trademarks baving 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"
- q. TMs "SkyNetworks" and "SkyNet"

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

## B. ROI 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 ensure network/component availability and/or performance and 2) the components managed by such data communications network system including, without management limitation, modems, multiplexers, digital service units, network switches and like data communications components.

Under this agreement, CBIS's use of the TM "CMS" iΞ 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 accounting reports, employee cost

February CC. 1794 AEM/WPARESTRICT.TM

Sent by: RIORDAN & MCKINZIE TRADEMARK

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

Status: TM "CMS" still being used.

## 2. TM "Internext"

By agreement executed on behalf of Racal on November 30, 1993 with NeXT 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."

## 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 Lannut Data Communications, Ltd., a division of RAD in Israel,

Pobstary 24, 1994 REMIMPURESTRICTION

-2-

Sent by: RIORDAN ANALYS

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. IM "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.

FECTURE, 24, 1794 ASM AF FESTRICT.TH

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Seuf ph: BIOBDAN & MCKINZIE-

Wednesday, January 28, 1998	Trademark List	ark List	•	-			Page: 3		
Trademark Name	Division	Division Attorneys	Case	Status	Application Number/Filling Date	Registrations Number/Date	Renewal Date	First Use Date	
COMUNK	ā	NEW	5104	Registered		61131415			
Canry: United Kingdom					02-Apr-1980	14-Dec-1915			
	ARENI: RGSL								
	Classes: 9			Remo 'ks	Rans-Ks. (NO HYPHEN BETWEEN COM- LINK), OBEE'S CASE/UK RESPONSIBILITY	WEEN COM- SE/ UK			
	Goods: MOD THE	Goods: MODEMS AND PARTS AND FITTINGS THEREPOR	ITS AND FITT	INGS					
CRYMOSERVER	RDI	AEM	318	Registered	759242	1540302	23-May-2009	-	
County: United States of America					24-0a-1988	23-May-1089			
	Classes: 9			Remarks	Remarks: TRADEMARK OWNED BY RACAL GUARDATA, INC.	WNED BY TA, INC.	چ		
	Goods: CRY	Good: CRYPTOGRAPHIC PRODUCTS NAMELY, COMPUTERS, COMPUTER PERIPHERALS, AND COMPUTER PROGRAMS FOR USE IN CRYPTOGRAPHICS	PRODUCTS NIPUTER PERII PROGRAMS F	iamely, pherals, or use in					
DATACRYPTOR	. IQ	AEN	1516	Registered	635625	366264A 1	19-Mar-2000	•	
County: Benelux					19-Mar-1980	26-0a-1990			
	Agent: NEDE	*							
	Classes: 9			Romark	Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND.  BELGENM AND LUXEMBURG	IDES THE TOLLAND. LUXEMBURG			
TRADEM	Goods: MK	Goods: MICROPROCESSOR CODING/DECODING APPARATUS FOR ""CURITY THANSMISSION OF COMPUTER INFORMATION	R CODING/D	ECODING					

TRADEMARK REEL: 1794 FRAME: 0351

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APPLICATION NUMBER: 80082236 FILING DATE: REGISTRATION NUMBER: 0082236 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80042776 FILING DATE: REGISTRATION NUMBER: 0042776 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80053863 FILING DATE: REGISTRATION NUMBER: 0053863 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 71022652 FILING DATE: 10/11/1906 REGISTRATION NUMBER: 0063856 ISSUE DATE: 07/09/1907

MARK: MONARCH

DRAWING TYPE: STYLIZED WORDS, LETTERS, OR NUMBERS

APPLICATION NUMBER: 80071349 FILING DATE: REGISTRATION NUMBER: 0071349 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80061887 FILING DATE: REGISTRATION NUMBER: 0061887 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80241412 FILING DATE: REGISTRATION NUMBER: 0241412 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80071462 FILING DATE: REGISTRATION NUMBER: 0071462 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80404383 FILING DATE: REGISTRATION NUMBER: 0404383 ISSUE DATE:

MARK:

DRAWING TYPE:

1794/0328 PAGE 3

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:

FILING DATE: APPLICATION NUMBER: 80438268 ISSUE DATE: REGISTRATION NUMBER: 0438268

MARK:

DRAWING TYPE:

FILING DATE: APPLICATION NUMBER: 80341034 REGISTRATION NUMBER: 0341034 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80625642 REGISTRATION NUMBER: 0625642 FILING DATE: ISSUE DATE:

MARK:

DRAWING TYPE:

FILING DATE: 11/21/1962 APPLICATION NUMBER: 72157738 REGISTRATION NUMBER: 0759242 ISSUE DATE: 10/29/1963

MARK: GAYETY

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

FILING DATE: 05/13/1927 APPLICATION NUMBER: 71248954 REGISTRATION NUMBER: 0232114 ISSUE DATE: 08/30/1927

MARK: DUTCH MASTERS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

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APPLICATION NUMBER: 72171762 FILING DATE: 06/25/1963 REGISTRATION NUMBER: 0809293 ISSUE DATE: 05/31/1966

MARK: OAG TRAVEL PLANNER

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

APPLICATION NUMBER: 80011780 FILING DATE: REGISTRATION NUMBER: 0011780 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 71503081 FILING DATE: 05/31/1946 REGISTRATION NUMBER: 0506607 ISSUE DATE: 02/15/1949

MARK: CHANTILLY

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

APPLICATION NUMBER: 80153012 FILING DATE: REGISTRATION NUMBER: 0153012 ISSUE DATE:

MARK:

DRAWING TYPE:

APPLICATION NUMBER: 80692989 FILING DATE: REGISTRATION NUMBER: 0692989 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"
- e. TMs "Net Express" and "Racal LanNetExpress"
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"CMS" Under this agreement, CBIS's use of the TM 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 accounting reports,

February C4. 1794 AZM/MBNRESTRICT.TH

Sent by: RIORDAN & MCKINZIE-

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.

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February 21, 1994 REMIMPURESTRICTION

-2-

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

Pecthary 24, 1794 AZM.WP PESTRICT.TH

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Sent by: RIORDAN & MCKINZIE-

TRADEMARK REEL: 002269 FRAME: 0311

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