

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DATRON WORLD COMMUNICATIONS, INC.		10/31/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	2321 ROSECRANS AVE.		
<b>Internal Address:</b>	SUITE 5000		
<b>City:</b>	EL SEGUNDO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Michigan Banking Corporation:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2732718	GUARDIAN	
Registration Number:	2373317	SPECTRE V	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1181 DATRON WORLD		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		

**CH \$65.00 2732718**

Signature:

/Erin O'Brien/

Date:

02/06/2006

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 31, 2005 by and between COMERICA BANK ("Bank") and DATRON WORLD COMMUNICATIONS, INC., a California corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, on the one hand, and Grantor and its affiliate, Transnortad, Inc., a California corporation (collectively with Grantor, the "Borrowers"), on the other hand, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to the Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of the Borrowers to Bank under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Borrowers have granted to Bank a security interest in all of their right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Borrowers' obligations to Bank under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor or the Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the obligations of the Borrowers to Bank under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor or the Borrowers and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective duly authorized officers as of the first date written above.

GRANTOR:

Address of Grantor:  
3030 Enterprise Court  
Vista, CA 92083

Attn: Chief Financial Officer

DATRON WORLD COMMUNICATIONS, INC.

By:   
Name: Arthur R. Baxter  
Title: President & CEO

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000  
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

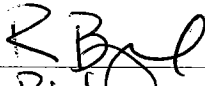
By:   
Name: Richmond Boyce  
Title: VP



EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		



EXHIBIT B

Patents

Description

Patent Application  
No./Issued Patent No.

Date

None



EXHIBIT C

Trademarks

<u>Name of Trademark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GUARDIAN	2732718	July 1, 2003
SPECTRE V	2373317	August 1, 2000

