

10-02-1998



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MMD
9-30-98

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
09 11 98

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

09 11 98

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

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

10/01/1998 JSH/DAZZ 00000127 002236

FOR OFFICE USE ONLY

01 FC:401 40.00 OP
02 FC:402 575.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS 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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="082236"/>	<input type="text" value="063856"/>	<input type="text" value="241412"/>
<input type="text" value="042776"/>	<input type="text" value="071349"/>	<input type="text" value="071462"/>
<input type="text" value="053863"/>	<input type="text" value="061887"/>	<input type="text" value="404383"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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

Kimberley A. Lathrop

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

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Address (line 3)
City State/Country Zip Code

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="291564"/>	<input type="text" value="625642"/>	<input type="text" value="692989"/>
<input type="text" value="135816"/>	<input type="text" value="759242"/>	<input type="text"/>
<input type="text" value="135207"/>	<input type="text" value="232114"/>	<input type="text"/>
<input type="text" value="73326207"/>	<input type="text" value="809293"/>	<input type="text"/>
<input type="text" value="831310"/>	<input type="text" value="011780"/>	<input type="text"/>
<input type="text" value="438268"/>	<input type="text" value="506607"/>	<input type="text"/>
<input type="text" value="341034"/>	<input type="text" value="153012"/>	<input type="text"/>

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TRADEMARK SECURITY AGREEMENT

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

RECITALS

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

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

ASSIGNMENT

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

1. Definitions; Interpretation.

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

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

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

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

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

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

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

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

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

“United States” and “U.S.” each mean the United States of America.

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

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

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

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

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

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

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

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

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

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

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

2. Security Interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

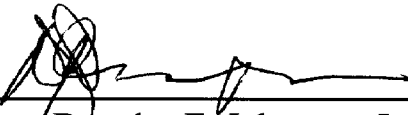
15. **Loan Agreement.** Borrower acknowledges that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

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

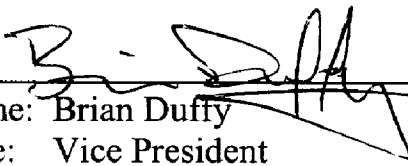
17. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement,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

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

RACAL DATACOM, INC.,
a Delaware corporation

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

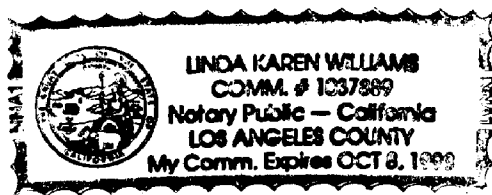
FOOTHILL CAPITAL CORPORATION,
a California corporation

By: 
Name: Brian Duffy
Title: Vice President

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

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

WITNESS my hand and official seal.



Linda Karen Williams
Signature

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

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

WITNESS my hand and official seal.



Linda Karen Williams
Signature

[SEAL]

SCHEDULE A

to the Trademark Security Agreement
Trademarks of Borrower

See the attached 21 pages.

MT10DMA.CMDOCS:70063:2

JS
BGP

Appendix
Racial Data Group
Trademarks.

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

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

*Subject of an active U.S. trademark registration

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

Appendix

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Trademark List

Page: 1

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

Country: European Community

Classes: 9
 RDI WAN 9084 REG 75/082236
 Remarks: 01-Apr-1996

DATAMATE

Country: United States of America

Classes: 9
 Goods: MODEMS
 RDI 9077 REG

EXTOL

Country: European Community

Agent: RGS Rascal Group Services Limited
 Remarks: 199877
 02-Apr-1997

EXTOL

Country: United States of America

Classes: 9
 Goods: Integrated services digital network (ISDN) access devices
 RDI PPH 9077 REG 75/042776
 Remarks: 16-Jan-1996

FASTFRAME

Country: European Community

Agent: RGSL
 Classes: 9 and 38
 Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY DEVICES FOR DATA CONCENTRATION AND FOR ACCESSING DIGITAL NETWORKS - and SERVICE
 RDI WAN 9078 REG 000271064
 Remarks: 24-May-1996

Trademark List

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

Country: United States of America

Classes: 9
 Goods: DATA COMMUNICATIONS EQUIPMENT,
 NAMELY DEVICES FOR DATA
 CONCENTRATION AND FOR ACCESSING
 DIGITAL NETWORKS

(3)

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

Classes: 9

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

Classes: 9
 Goods: DATA COMMUNICATIONS DEVICES,
 NAMELY LAN ACCESS SERVERS THAT
 INCLUDE CRYPTOGRAPHIC MODULES

(4)

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

Classes: 9

Trademark List

Wednesday, January 28, 1998

Trademark Name: MYSECRETS
 Division: RDI
 Attorney: WAN
 Class: 9081
 Status: REG
 Application Number/Filing Date: 071349
 Renewal Date: 20-Feb-1996
 First Use Date: 20-Feb-1996

Country: United States of America



Classes: 9

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

SAFEDIAL
 RDI RGS 9079 REG 329532
 15-Jul-1996

Country: European Community

Classes: 9

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

SAFEDIAL
 RDI WAN 9079 REG 061887
 20-Feb-1996 2098252 16-Sep-1997

Country: United States of America

Classes: 9

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

TRUSTME
 RDI RGS 9080 REG 329672
 15-Jul-1996

Country: European Community

Classes: 9

Remarks:

Trademark List

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Trademark Name
 VOICE UPS
Country: European Community
Division RDI
Attorneys PPH
Case Number 9101
Status REG
Application Number/Filing Date 000519454
 22-Apr-1997
Registration Number/Date
Renewal Date
First Use Date

Classes: 9
 RDI PPH 9101 REG 241412 15/ 22-Apr-1997
Remarks:
 RDI PPH 9101 REG 13-Feb-1997

Classes: 9
 Goods: UNINTERRUPTABLE POWER SUPPLY
 RDI RGS 9083 REG 329565 15-Jul-1996
Remarks: 1

Classes: 9
 RDI WAN 9083 REG 071462 12-Mar-1996
Remarks:

Classes: 9
 Goods: ENCRYPTION DEVICES, NAMELY
 ETHERNET HOST SECURITY MODULES
Remarks:

Trademark List

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

Country: European Community

Classes: 9 AND 38 **Remarks:**
Goods: PRINTING OF DATA; TELECOMMUNICATIONS APPARATUS AND INSTRUMENTS; HARDWARE AND COMPUTER PROGRAMS FOR FRAME RELAY CONCENTRATION DEVICES AND ASYNCHRONOUS TRANSFER MODE ("ATM") ACCESS DEVICES; MULTIPLEXERS; INTEGRATED SERVICES DIGITAL NETWORK ("ISDN") CONCENTRATION DEVICES; REMOTE LOCAL AREA NETWORK ("LAN") ACCESS DEVICES; PARTS, FITTINGS, SOFTWARE AND FIRMWARE FOR ALL THE AFORESAID GOODS; DATA RECORDING MEDIA. TELECOMMUNICATIONS AND DATA COMMUNICATIONS SERVICES.

WINHUB RDI WAN 9076 REG 404383 12-Dec-1997
 Country: United States of America

Classes: 9 **Remarks:**
Goods: DATA COMMUNICATIONS EQUIPMENT, NAMELY A REMOTE ACCESS SERVER IN INTERNATIONAL CLASS 9.

WINPOP RDI RGS 9106 REG
 Country: European Community
Classes: 9 **Remarks:**

Trademark List

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

Classes: 9 **Remarks:**

Goods: DATA COMMUNICATIONS EQUIPMENT,
 NAMELY ACCESS MULTIPLEXERS 10

WINSTAK
Country: European Community
RDI WAN 9091 **REG** 000371864
Remarks: 20-Sep-1996

Classes: 9 **Remarks:**

WINSTAK
Country: United States of America
RDI WAN 9091 **REG** 135816
Remarks: 75 / 18-Jul-1996

Classes: 9 **Remarks:**

Goods: DATA COMMUNICATIONS EQUIPMENT,
 NAMELY INTEGRATED SERVICES
 DIGITAL NETWORK (ISDN)
 DEVICES 11

WINSTREAM
Country: European Community
RDI WAN 9090 **REG** 000371906
Remarks: 20-Sep-1996

Classes: 9 **Remarks:**

WINSTREAM
Country: United States of America
RDI WAN 9090 **REG** 135207
Remarks: 75 / 16-Jul-1996

Classes: 9 **Remarks:**

Goods: INTEGRATED SERVICES DIGITAL
 NETWORK (ISDN) TERMINAL ADAPTER 12

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Trademark List

Page: 1

Trademark Name:
AUTHENTI-KEY

Country: United States of America

Division	Attorneys	Case Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
RDI	ABM	5148	Registered	73326207 31-Aug-1981	1235193 19-Apr-1983	19-Apr-2003	

Classes: 9

Remarks: OWNED BY RACAL GUARADATA, INC.

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

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AUTHENTICARD

Country: United States of America

RDI	AEM	5328	Registered	831310 16-Oct-1989	1590387 05-Jun-1990	05-Jun-2000	
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Classes: 9

Remarks: OWND BY RACAL GUARADATA, INC.

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

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CMS

Country: United States of America

RDI	AEM	5025	Registered	438268 08-Aug-1983	1290828 21-Aug-1984	21-Aug-2004	
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Classes: 9

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

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

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Trademark List

Page: 2

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

Country: United States of America

Classes: 9

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

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

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COM-LINK

Country: United States of America

RDI	AEM	5104	Registered	625642 16-Oct-1986	1501962 30-Aug-1988	30-Aug-2008
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Classes: 9

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

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

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Trademark List

Trademark Name
 COMLINK
Country: United Kingdom
Division Attorneys
 RDI AEM
Case Number 5104
Status Registered
Application Number/Filing Date 02-Apr-1980
Registration Number/Date 61131415 14-Dec-1985
Receival Date
First Use Date

Agent: RGSL
Classes: 9
Remarks: (NO HYPHEN BETWEEN COM-LINK). OBBE'S CASE/ UK RESPONSIBILITY

Goods: MODEMS AND PARTS AND FITTINGS THEREFOR

CRYPTOSERVER
Country: United States of America
RDI AEM
Case Number 5181
Status Registered
Application Number/Filing Date 759242 24-Oct-1988
Registration Number/Date 1540302 23-May-1989
Receival Date 23-May-2009

Classes: 9
Remarks: TRADEMARK OWNED BY RACAL GUARADATA, INC. 18

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

DATACRYPTOR
Country: Benelux
RDI AEM
Case Number 1516
Status Registered
Application Number/Filing Date 635625 19-Mar-1980
Registration Number/Date 366264A1 26-Oct-1990
Receival Date 19-Mar-2000

Agent: NEDE
Classes: 9
Remarks: BENELUX INCLUDES THE COUNTRIES OF HOLLAND, BELGIUM AND LUXEMBURG

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

Trademark List

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

Agent: JACOB

Classes: 9

Remarks:

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

DATACRYPTOR

Country: Kuwait

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

Classes: 9

Remarks:

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

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Trademark List

Page: 5

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

Country: Qatar

Agent: RGSJL

Classes: 9

Remarks:

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

DATACRYPTOR

Country: Ras-al-Khaimah

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

Agent: RGSJL

Classes: 9

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

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

Trademark List

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

Agent: RGSJ

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

DATACRYPTOR
 Country: United Kingdom
 RDI AEM 1516 Registered 1130639 19-Mar-1980 19-Mar-2001
 B1130639 13-Oct-1982

Agent: REDDI

Classes: 9

Remarks:

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

DATACRYPTOR
 Country: United States of America
 RDI AEM 1516 Registered 232114 20-Sep-1979 15-Sep-1981
 1169032 15-Sep-1981

Classes: 9

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

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

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Trademark List

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

Agent: RGSLS

Classes: 9

Remarks: TRADEMARK OWNED BY
RACAL GUARDATA

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

DATACRYPTOR (WORD)

Country: Canada

Division Attorneys
 RDI AEM
Case Number
 1516
Status
 Registered
Application Number/Filing Date
 451505 19-Mar-1980
Registration Number/Date
 271831 08-Sep-1982
Renewal Date
 08-Sep-1997

Agent: HIRON

Classes: 9

Remarks: DECLARATION OF USE FILED
MAY 12, 1982

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

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Trademark List

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

Country: Fed. Republic of Germany

Agent: EISEN

Classes: 9

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

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

DATACRYPTOR (WORD)

RDI	AEM	1516	Registered	190165	1576857	22-Feb-1990	22-Feb-2000
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Country: France

Agent: RINUY

Classes: 9

Remarks:

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

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Trademark List

Page: 9

Trademark Name
 DATACRYPTOR (WORD)
Country: Saudi Arabia
Division RDI
Attorneys AEM
Case Number 1516
Status Registered
Application Number/Filing Date 11750
Registration Number/Date 22857
Renewal Date 18-Feb-2000
First Use Date 25-Nov-1990

Agent: RGSL

Classes: 9

Remarks: REG. IS IN FORCE FOR 10
 HEGIRA YEARS (EQUIVALENT
 TO 9 YEARS AND 8 MONTHS
 (APPROX.) ACCORDING TO
 GREGORIAN YRS (85/1411H)

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

DATACRYPTOR (WORD)
Country: Switzerland
RDI AEM
Registered 382893
19-Dec-1989
9469
07-Jun-1991
19-Dec-2009

Agent: RGSL

Classes: 9

Remarks:

EXCALIBUR
Country: United States of America
RDI AEM
Registered 809293
26-Jun-1989
1617383
16-Oct-1990
16-Oct-2000

Classes: 9

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

Goods: ELECTRONIC COMMUNICATION
 MODULATORS AND DEMODULATORS
 FOR DATA COMMUNICATION SYSTEMS

jd

Wednesday, January 28, 1998
Trademarks List

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

Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 3/3/95.

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

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EXCALIBUR

RDJ	AEM	5196	Registered	23-04-04	23-04-04	25-Mar-2004
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Country: Uruguay

Agent: BACO

Classes: 9

Remarks:

Goods: ELECTRONIC COMMUNICATION MODULATORS AND DEMODULATORS FOR DATA COMMUNICATION SYSTEMS

GEORGE

RDJ	AEM	5297	Registered	506607	13-04-18	11-Jun-2005
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Country: United States of America

Classes: 9

Remarks: Submitted recordal of Name Change from RDCI to RDI on 3/3/95

Goods: COMMUNICATIONS EQUIPMENT, NAMELY: COMPUTER PROGRAMS AND MODEMS

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Trademark List

Wednesday, January 28, 1998

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

Country: United States of America

Classes: 9
 Remarks: On 4/27/92 Recorded Merger of
 Racal Interlan, Inc. to RJSI and RISI

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

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

Country: United States of America

Classes: 9
 Remarks:

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

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LISTING OF TRADEMARKS HAVING USE RESTRICTIONS

1. List of RDI trademarks having use restrictions:

(Active Trademarks)

a. TM "CMS"

(Inactive Trademarks)

b. TM "Internext"

c. TM "Interlanlink"

d. TMs "LanNet" and "Racal LanNetExpress"

e. TMs "Net Express" and "Racal LanNetExpress"

f. TM "RM"

g. TMs "SkyNetworks" and "SkyNet"

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

B. RDI TRADEMARKS' USE RESTRICTIONS

1. TM "CMS"

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

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

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

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

February 24, 1994
ADMIN/PARESTRAC01.CK

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

Status: TM "CMS" still being used.

2. TM "Internext"

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

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

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

3. TM "Interlanlink"

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

4. TM "LanNet"

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

February 21, 1994
REMYNAPRESTRICT.TM

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

4. TM "Net Express"

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

Status: TM "Racalan NetExpress" has been abandoned.

4. TM "RM"

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

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

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

5. TM "SkyNetworks"

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

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

February 24, 1994
ADM. INF. RESTRICTED

-3-