

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PELCO		03/15/2004	PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	8405 N. Fresno Street, Suite 200
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93720
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1503730	PELCO
Registration Number:	1503748	PELCO
Registration Number:	1338911	COAXITRON
Registration Number:	1723486	LEGACY
Registration Number:	2189130	SPECTRA
Registration Number:	1864540	INTERCEPT
Registration Number:	1835309	PELCO
Registration Number:	1977820	SYSTEM 9750
Registration Number:	2016791	B.O.S.S.
Registration Number:	1945046	IMAGEPAK
Registration Number:	1902518	INTER-CHECK
Registration Number:	2147417	REDILINK
Registration Number:	2259256	SYSTEM 9760
Registration Number:	2247325	PELCOVISION
Registration Number:	2365018	THE TRUE IMAGE OF SECURITY TECHNOLOGY

CH \$465.00 1503730

Registration Number:	2280092	GENEX
Registration Number:	2300875	DOMEPAK
Registration Number:	2335001	SPECTRA II

CORRESPONDENCE DATA

Fax Number: (213)612-2499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-612-2271
Email: ajardine@orrick.com
Correspondent Name: Alisa Jardine
Address Line 1: 777 South Figueroa Street #3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:	1696-310/1640
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NAME OF SUBMITTER:	Linda L. Partmann
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Total Attachments: 7
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of March 15, 2004, is executed by PELCO, a California general partnership (the "Borrower"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Amended and Restated Credit Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and Wells Fargo Bank, National Association, as Administrative Agent and L/C Issuer, the Lenders have agreed to extend loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Borrower has entered into an Amended and Restated Security Agreement (Intellectual Property) dated as of the date hereof (the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders).

D. Pursuant to the Security Agreement, the Borrower has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent and the Lenders) a security interest in all right, title and interest of the Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

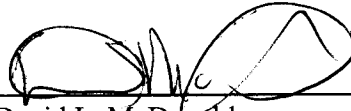
The Administrative Agent's address is:

Wells Fargo Bank, National Association
8405 N. Fresno St., Suite 200
Fresno, California 93720
Attn: James F. Lynes
Telephone: (559) 437-3041
Telecopier: (559) 261-0553

IN WITNESS WHEREOF, the Borrower has caused this Grant of Security Interest to be executed as of the day and year first above written.

PELCO, a California general partnership

By: Freedom Acquisitions, Inc.
Its: General Partner

By: 
Name: David L. McDonald
Title: President

By: Pelco Sales, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

By: Security Sales, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

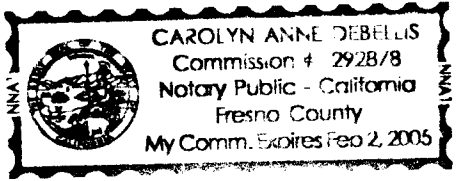
COUNTY OF Fresno)

) SS.

On 12 March 2004, before me, Carolyn Anne DeBell,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared David L. McDonald,
Name of Signer(s)

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.

Carolyn Anne DeBell
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer
President
Title(s)
- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Amended Restated Credit Agreement
Title or Type of Document

11
Number of Pages

15 March 2004
Date of Document

Signer is Representing:
 Name of Person(s) or Entity(ies)
Freedom Acquisitions Inc
Relco

Signer(s) Other Than Named Above

The Administrative Agent's address is:

Wells Fargo Bank, National Association
8405 N. Fresno St., Suite 200
Fresno, California 93720
Attn: James F. Lynes
Telephone: (559) 437-3041
Telecopier: (559) 261-0553

IN WITNESS WHEREOF, the Borrower has caused this Grant of Security Interest to be executed as of the day and year first above written.

PELCO, a California general partnership

By: Freedom Acquisitions, Inc.
Its: General Partner

By: _____
Name: _____
Title: _____

By: Pelco Sales, Inc.
Its: General Partner

By: Gerald V. Lynes
Name: Gerald V. Lynes
Title: President

By: Security Sales, LLC
Its: General Partner

By: Gerald V. Lynes
Name: Gerald V. Lynes
Title: Member

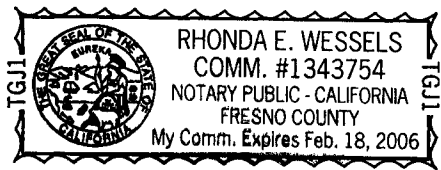
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF Fresno)

On March 12, 2004, before me, Rhonda E. Wesells, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Gerald V. Lykes,
Name of Signer(s)

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.

Rhonda E. Wesells
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		
<input type="checkbox"/> Corporate Officer		
_____		_____
	<small>Title(s)</small>	<small>Title or Type of Document</small>
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	
	<input type="checkbox"/> General	
<input type="checkbox"/> Attorney-In-Fact		_____
<input type="checkbox"/> Trustee(s)		<small>Number of Pages</small>
<input type="checkbox"/> Guardian/Conservator		
<input type="checkbox"/> Other: _____		_____
		<small>Date of Document</small>
Signer is Representing: Name of Person(s) or Entity(ies)		_____
_____		<small>Signer(s) Other Than Named Above</small>

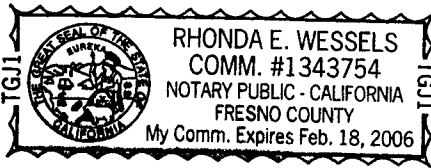
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 COUNTY OF Fresno) ss.

On March 12, 2004, before me, Rhonda E. Wessels, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Gerald V. Lyles,
Name of Signer(s)

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.

Rhonda E. Wessels
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Signer is Representing:
 Name of Person(s) or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PELCO TRADEMARKS

<u>NAME</u>	<u>SYMBOL</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PELCO (Nuclear Design)	®	US	REGISTERED	1503730	09/13/1988
PELCO (Rectangle Design)	®	US	REGISTERED	1503748	09/13/1988
COAXITRON	®	US	REGISTERED	1338911	06/04/1985
LEGACY	®	US	REGISTERED	1723486	10/13/1992
SPECTRA	®	US	REGISTERED	2189130	09/15/1998
INTERCEPT	®	US	REGISTERED	1864540	11/29/1994
PELCO (word mark)	®	US	REGISTERED	1835309	05/10/1994
SYSTEM 9750	®	US	REGISTERED	1977820	06/04/1995
B.O.S.S.	®	US	REGISTERED	2016791	11/19/1996
IMAGEPAK	®	US	REGISTERED	1945046	01/02/1996
INTERCHECK	®	US	REGISTERED	1902518	07/04/1995
REDILINK	®	US	REGISTERED	2147417	03/31/1998
SYSTEM 9760	®	US	REGISTERED	2259256	07/06/1999
PELCOVISION	®	US	REGISTERED	2247325	05/25/1999
IMAGE OF SECURITY TECHNOLOGY	®	US	REGISTERED	2365018	07/04/2000
GENEX	®	US	REGISTERED	2280092	09/21/1999
DOMEPAK	®	US	REGISTERED	2300875	12/14/1999
SPECTRA II	®	US	REGISTERED	2335001	03/28/2000
SPECTRA	®	EUROPEAN	REGISTERED	767905	07/05/1999
PELCOEUROPE	®	EUROPEAN	REGISTERED	830232	07/05/1999
PELCO	®	EUROPEAN	REGISTERED	865915	12/06/1999
PELCO (wordmark)	®	KOREA	REGISTERED	472591	06/27/2000
PELCO (Logo)	®	KOREA	REGISTERED	472970	07/04/2000
PELCO (Logo)	®	CHINA	REGISTERED	1331349	11/07/1999
PELCO (Chinese Logo)	®	CHINA	REGISTERED	1331176	11/07/1999
COAXITRON	®	KOREA	REGISTERED	40479030	10/16/2000
PELCO UK	®	EUROPEAN	REGISTERED	2201237	
PELCO (Logo)	®	EUROPEAN	REGISTERED	1221084	06/25/1999
PELCO	®	CHINA	REGISTERED	1582393	6/7/2001
GENEX	®	CHINA	REGISTERED	1541933	3/21/2001
SPECTRA	®	CHINA	REGISTERED	1541930	3/21/2001
LEGACY	®	CHINA	REGISTERED	1542067	3/21/2001
ESPRIT	®	CHINA	REGISTERED	1558430	4/21/2001

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
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None.