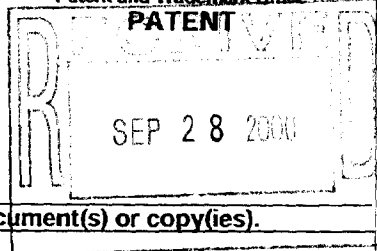


10-13-2000



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RECORDATION FORM COVER SHEET  
PATENTS 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 #

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Conveyance Type

Assignment  Security Agreement

License  Change of Name *MED 9-28-00*

Merger  Other

**U.S. Government**  
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Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)   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 is attached. (Designation must be a separate document from Assignment.)

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Mail documents to be recorded with required cover sheet(s) information to:  
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PATENT  
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**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached

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

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5764725"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  PCT  PCT   
only if a U.S. Application Number PCT  PCT  PCT   
has not been assigned.

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

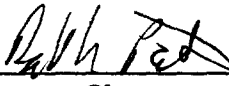
Method of Payment: Enclosed  Deposit Account

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.

Rakesh Patel  08-03-2000

Name of Person Signing Signature Date

# ASSIGNMENT FOR SECURITY

## (PATENTS)

WHEREAS, Telmar Hitech, Inc., a Delaware corporation (herein referred to as "Assignor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1-A annexed hereto as part hereof (the "Patents");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedules 2.1(a), 2.1(b) and 2.1(c) of the Third Amended and Restated Credit Agreement dated as of the date hereof, among Telmar Network Technology (f/k/a Telmar Logistics, Inc.), a Delaware corporation, Telmar Allied, Inc. (f/k/a Allied Communications Equipment Supply Company, Inc.), a Nebraska corporation, Telmar Chesapeake, Inc. (f/k/a Chesapeake Wireless Technologies, Inc.), a Maryland corporation, the Assignor, the guarantors named therein (the "Guarantors"), the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), (ii) itself as issuer of Letters of Credit and (iii) the Lenders or their affiliates party to the Rate Agreements (as defined in the Credit Agreement), and Assignor has entered into a Second Amended and Restated Security Agreement and Mortgage - Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee, and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 1st day of August, 2000.

TELMAR HITECH, INC.

By: Harrison M. Wilson  
Name: Harrison M. Wilson  
Title: v.p.

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITY

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
APPARATUS FOR TESTING THE LINE CONTINUITY OF TELEPHONE SWITCH EQUIPMENT	June 9, 1998	5,764,725