

5-201

REC

08-27-2001



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<p>1. Name of conveying party(ies):</p> <p>Marc Talon, Inc. 300 Delaware Avenue, Suite 553 Wilmington, DE 19801</p>	<p>2. Name and address of receiving party(ies):</p> <p>IBJ Whitehall Bank & Trust Company as Administrative Agent One State Street New York, New York 10004</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: Stock Purchase Agreement</p> <p>Execution Date(s): April 13, 2001</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p>	
<p>4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date(s) of the application is(are):</p> <p>1st (sole) Inventor: 2nd Inventor: 3rd Inventor: 4th Inventor:</p> <p>A. Patent Application No.(s):</p> <p>B. Patent No.(s): 6,170,804; 6,019,351; 5,922,995; 5,587,115; 5,442,136</p> <p style="text-align: right;">200E</p>	

Page 1 of 2

08/27/2001 LMUELLER 00006002 6170804

50.581

200.00 GP

R487735.1

5. Name and address of party to whom correspondence concerning document should be mailed:

**Kristen E. Mollnow, Esq.
NIXON PEABODY LLP
Clinton Square
P.O. Box 31051
Rochester, New York 14603**

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41): **\$200**

☐ Previously paid (see original transmittal)

☒ A check in the amount of **\$200** is enclosed.

8. Deposit Account Number: 14-1138

☐ Charge total fee to account.

☒ Charge any additional fees to account.

DO NOT USE THIS SPACE

9. 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, with redactions.

Date: May 1, 2001

Kristen E. Mollnow
Kristen E. Mollnow, Esq.

[Total number of pages including cover sheet and document: 47]

FIRST AMENDMENT TO SECURITY AGREEMENT

This **FIRST AMENDMENT TO SECURITY AGREEMENT** (this "First Amendment") is dated as of April 13, 2001, between CDI Finance Co., a Delaware corporation (the "Company"), Communication Dynamics, Inc., a Delaware corporation ("Holdings"), each of the Subsidiaries of the Company identified under the caption "SUBSIDIARY GUARANTORS" on the signature pages hereof (collectively, the "Subsidiary Guarantors" and together with the Company and Holdings, the "Obligors") and IBJ Whitehall Bank & Trust Company, a New York banking corporation, as administrative and collateral agent (hereinafter, in such capacity, together with its successors in such capacity, the "Collateral Agent") for the lenders or other financial institutions or entities party, as lenders (collectively, the "Lenders") to the Credit Agreement referred to below.

RECITALS:

WHEREAS, the Obligors, the Collateral Agent and the Lenders entered into that certain Credit Agreement, dated as of April 7, 2000 (as heretofore amended, the "Existing Credit Agreement"), providing for the making of term loans and revolving loans in the aggregate maximum principal amount outstanding at any one time not to exceed \$180,000,000 upon the terms and conditions set forth therein; and

WHEREAS, as an inducement to the Collateral Agent and the Lenders to enter into the Existing Credit Agreement, the Obligors entered into that certain Security Agreement, dated as of April 11, 2000, in favor of the Collateral Agent, as agent for the benefit of itself and the other Lenders (as in effect on the date hereof but prior to the effectiveness of this First Amendment, the "Existing Security Agreement"; capitalized terms used in this First Amendment, unless otherwise defined herein, shall have the meanings ascribed to them in the Existing Security Agreement), in order to secure the payment and performance of all of the Obligations;

WHEREAS, the Obligors, the Collateral Agent, IBJ Whitehall Bank & Trust Company, as Administrative Agent and the Lenders referred to therein, have entered into that certain First Amended and Restated Credit Agreement, dated as of even date herewith (as amended, supplemented, modified or restated from time to time, the "First Amended and Restated Credit Agreement"), which amends and restates in its entirety the Existing Credit Agreement to, among other things, provide for additional credit to the Obligors upon the terms and conditions set forth therein; and

WHEREAS, as an inducement to the Collateral Agent, the Administrative Agent and the Lenders to enter into the Credit Agreement, the Obligors have agreed to amend the Existing Security Agreement as herein provided.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the Obligors and the Collateral Agent hereby agree as follows:

SECTION 1. Certain Amendments.

The first paragraph following the introductory paragraph on page 1 of the Security Agreement is hereby deleted in its entirety and replaced by the following:

"On April 7, 2000, the Company, the Subsidiary Guarantors, Holdings, certain lenders and the Collateral Agent entered into a Credit Agreement (such Credit Agreement, as the same may be amended or supplemented from time to time is referred to herein as the "Credit Agreement") providing, subject to the terms and conditions thereof, for extensions of credit to be made by such lenders to the Company (the "Loans"). The Loans made or to be made by the Lenders to the Company shall be evidenced by certain promissory notes (as exchanged, replaced, amended, supplemented or modified from time to time, the "Notes") in substantially the respective forms attached to the Credit Agreement.

SECTION 2. References to Certain Terms. All references to the "Obligations" when used in the Existing Security Agreement shall mean the "Obligations" as defined in the First Amended and Restated Credit Agreement. All references to the "Loan Documents" when used in the Existing Security Agreement shall mean the "Loan Documents", respectively, as defined in the First Amended and Restated Credit Agreement. All references to the "Notes" when used in the Existing Security Agreement shall mean the "Notes", respectively, as defined in the First Amended and Restated Credit Agreement. All references to "this Security Agreement" or "this Agreement" in the Existing Security Agreement shall mean the Existing Security Agreement as amended by this First Amendment. All references in the Existing Security Agreement to the "Credit Agreement" shall mean the First Amended and Restated Credit Agreement. All other capitalized terms used in the Existing Security Agreement and not therein defined shall have the meanings assigned to such terms in the First Amended and Restated Credit Agreement.

SECTION 3. Representations and Warranties. After giving effect to the amendments to the Existing Security Agreement set forth in this First Amendment, the representations and warranties of the Obligors set forth in the Existing Security Agreement are true and correct as of the date hereof as if made on the date hereof.

SECTION 4. No Novation. It is the intention of the parties hereto that this First Amendment shall not constitute a novation or termination of the Existing Security Agreement and shall in no way adversely affect or impair the validity or priority of the security interest created by the Existing Security Agreement, it being the intention of the parties hereto merely to amend the Existing Security Agreement as expressly set forth herein. To the extent not inconsistent herewith, all of the terms and conditions of the Existing Security Agreement shall remain in full force and effect and are hereby confirmed by the Obligors.

SECTION 5. Collateral Confirmation. The Obligors hereby certify to and agree with the

Collateral Agent, for its benefit and for the benefit of the Lenders, that the Existing Security Agreement remains, on and after the date hereof, in full force and effect notwithstanding the amendment and restatement of the Existing Credit Agreement pursuant to the First Amended and Restated Credit Agreement and that the Existing Security Agreement, as amended hereby, shall also be deemed to cover, secure and support any and all additional obligations of the Obligors to the Lenders, the Collateral Agent and the Administrative Agent, as contemplated by the First Amended and Restated Credit Agreement.

SECTION 6. Schedules. Attached hereto as Appendix A are supplemental schedules to the Existing Security Agreement all of which shall be deemed part of and incorporated into the Existing Security Agreement.

SECTION 7. Counterparts. This First Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and shall be binding upon all parties and their respective permitted successors and assigns, and all of which taken together shall constitute one and the same agreement.

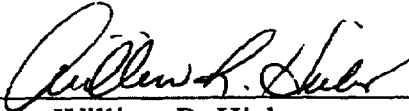
SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York without regard to any choice of law rules which would require the application of the laws of any other jurisdiction.

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

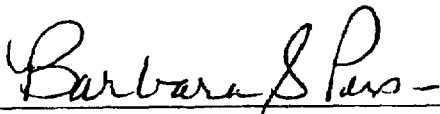
"COMPANY"

CDI FINANCE CO.

By: 
Name: William R. Hicks
Title: President

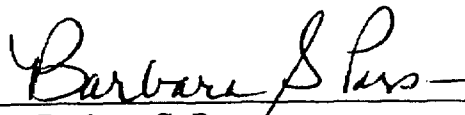
"SUBSIDIARY GUARANTORS"

TVC, INC.
TVC COMMUNICATIONS, INC.
MARC TALON, INC.
PACIFIC COAST CABLE SUPPLY, INC.
AMERICAN TECHNOLOGY EXPORTER, INC.
US ELECTRONICS, INC.
AMHERST FIBEROPTICS, INC.
AMHERST HOLDING CO.

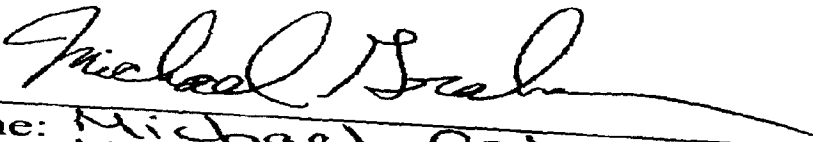
By: 
Name: Barbara S. Persun
Title: Vice President

"HOLDINGS"

COMMUNICATION DYNAMICS, INC.

By: 
Name: Barbara S. Persun
Title: Vice President

IBJ WHITEHALL BANK & TRUST COMPANY,
as Collateral Agent

By: 
Name: Michael Graham
Title: Managing Director

Appendix A

SUPPLEMENTS TO SCHEDULES TO SECURITY AGREEMENT

Supplement to Schedule A-1:

Supplement to Schedule A-2:

Supplement to Schedule A-3:

Supplement to Schedule A-4:

Supplement to Schedule B:

Supplement to Schedule C:

**SCHEDULES
TO
FIRST AMENDMENT
TO
SECURITY AGREEMENT**

SCHEDULE A-1
to
Security Agreement and UCC-1 Financing Statement
in favor of
IBJ Whitehall Bank & Trust Company
as the Collateral Agent for the Lenders and the other Credit Parties*
granted by CDI FINANCE CO., COMMUNICATION DYNAMICS, INC.
and SUBSIDIARY GUARANTORS
as Obligors

This financing statement covers all of the following now owned or hereafter acquired items of each Obligor:

- 3) All equipment in all of its forms, wherever located, including, without limitation, all machinery and other goods, furniture, furnishings, fixtures, office supplies and all other similar types of tangible personal property and all parts thereof and all accessions thereto, together with all parts, fittings, special tools, alterations, substitutions, replacements and accessions thereto (any and all such equipment, parts and accessions being the "Equipment");
- 4) All inventory in all of its forms, wherever located, including, but not limited to, (i) all raw materials and work in process, finished goods, and materials used or consumed in manufacture or production, (ii) goods in which such Obligor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Obligor has an interest or right as consignee), and (iii) goods which are returned to or repossessed by such Obligor, and all accessions thereto and products thereof and all documents and documents of title relating to or covering any of the foregoing or any other assets ("Documents") (any and all such inventory, accessions, products and Documents being the "Inventory");
- 5) All accounts, accounts receivable, contract rights, chattel paper, instruments, acceptances, drafts, and other obligations of any kind, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, together with all ledger sheets, files, records and documents relating to any of the foregoing, including all computer records, programs, storage media and computer software useful or required in connection therewith (the "Receivables"), and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to any such Receivables, and any and all such leases, security agreements and other contracts (the "Related Contracts");
- 6) All rights under all contracts or agreements to which such Obligor is a party (other than contracts or agreements which by their terms expressly prohibit the granting of a Lien thereon), including, but not limited to, the Agreement and Plan of Merger;

- 7) All trademarks, trade names, trade styles, service marks, domain names, prints and labels on which said trademarks, trade names, trade styles, service marks and domain names have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, together with the goodwill associated therewith, and all reissues, amendments, extensions or renewals thereof and all licenses thereof (the "Trademarks");
- 8) All copyrights, copyrighted works or any item which embodies such copyrighted work of the United States or any other country, all applications therefor, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all derivative works, extensions or renewals thereof and all licenses thereof (the "Copyrights");
- 9) All letters patent of the United States or any other country, and all applications therefor, all right, title and interest therein and thereto, and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and all reissues, continuations, divisionals, continuations-in-part or extensions thereof and all licenses thereof (the "Patents");
- 10) Any and all trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions [whether patentable or unpatentable and whether or not reduced to practice], know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, design, plans, proposals, technical data, copyrightable works, customer and supplier lists and information, which are owned, developed, licensed, or otherwise obtained from any source and any and all source codes used in connection with remote controls, together with all ledger sheets, files, records and documents relating to any of the foregoing, including all computer records, programs, storage media and computer software useful or required in connection therewith (the "Trade Secrets");
- 11) all bank accounts now or hereafter maintained by such Obligor and all funds in such accounts together with all monies, proceeds or sums due or to become due thereon or therefrom (all such bank accounts, the "Bank Accounts"), and all documents or instruments (including, but not limited to, passbooks,

certificates of deposit and receipts) necessary to be presented to withdraw funds or investments held in the Bank Accounts (the "Account Documents");

- 12) All general intangibles, including, but not limited to, good will and tax refunds, (the "General Intangibles"); and
- 13) All proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described in clauses (a) through (k) and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent or any Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

* As used in this Schedule A-1, "Lenders" means IBJ Whitehall Bank & Trust Company, its successors and assigns (including each "Lender" which shall become party to the Credit Agreement between the Company, the Subsidiary Guarantors, Holdings, IBJ Whitehall Bank & Trust Company, as Administrative Agent for the Lenders or other financial institutions or entities party, as Lenders, thereunder). All other capitalized terms shall have the meanings ascribed thereto in the Security Agreement.

SCHEDULE A-2
to
Security Agreement and UCC-1 Financing Statement
in favor of
IBJ Whitehall Bank & Trust Company
as the Collateral Agent for the Lenders
and the other Credit Parties*
granted by CDI FINANCE CO., COMMUNICATION DYNAMICS, INC.
and SUBSIDIARY GUARANTORS
as Obligors

* As used in this Schedule A-2, "Lenders" means IBJ Whitehall Bank & Trust Company, its successors and assigns (including each "Lender" which shall become party to the Credit Agreement between the Company, the Subsidiary Guarantors, Holdings, IBJ Whitehall Bank & Trust Company, as Administrative Agent for the Lenders or other financial institutions or entities party, as Lenders, thereunder). All other capitalized terms shall have the meanings ascribed thereto in the Security Agreement.

Trademarks

I. U.S. Trademark Registrations and Applications Owned by US Electronics, Inc.

1. CENTAURUS, 75/776,876
2. E-MOTE, 75/318,024
3. EXPEDITION, 75/776,877
4. INTEGRATOR, 75/341,953
5. MR. REMOTE, 2,267,455
6. MS. REMOTE, 75/488,423 --
7. NEMESIS, 75/767,093
8. PASSPORT, 75/421,001
9. PREDICTIVE TECHNOLOGY, 75/424,969
10. QUIK-ELINKS, 75/940,313
11. QUIK-LINKS, 75/940,309
12. SMARTLINKS, 75/845,434
13. SURF MATE, 2,186,871
14. US ELECTRONICS, 74/658,435
15. UPLINK, 75/488,087
16. WIRELESS REMOTES FOR A WIRED WORLD and Design, 75/424/968
17. WIRELESS REMOTES FOR A WIRED WORLD, 75/424,967

II. Foreign Trademarks and Applications Owned by US Electronics, Inc.

1. E-MOTE, Benelux 629294
2. E-MOTE, U.K. 2156321
3. EXPEDITION, E.C. 001152370
4. INTEGRATOR, Benelux 631227
5. INTEGRATOR, France 98 717221

6. INTEGRATOR, Germany 39806343
7. INTEGRATOR, U.K. 2157541
8. MEMORY LOCK, Benelux 600542
9. MEMORY LOCK, France 96 639874
10. MEMORY LOCK, Germany 396376509
11. MEMORY LOCK, U.K. 2104222
12. NEMESIS, E.C. 1273846
13. PREDICTIVE TECHNOLOGY, Benelux 637520
14. PREDICTIVE TECHNOLOGY, France 98 743758
15. PREDICTIVE TECHNOLOGY, Germany 39842739909
16. PREDICTIVE TECHNOLOGY, U.K. 2174313
17. SMART-ELINKS, E.C. 1536556
18. SURF MATE, Benelux 622043
19. SURF MATE, France 97 701414
20. SURF MATE, Germany 39751150
21. SURF MATE, U.K. 2149108
22. US ELECTRONICS, E.C. 11536
23. US ELECTRONICS, U.K. 2029538
24. WIRELESS REMOTES FOR A WIRED WORLD and Design, Benelux 642172
25. WIRELESS REMOTES FOR A WIRED WORLD, Benelux 634521
26. WIRELESS REMOTES FOR A WIRED WORLD, France 98 743759
27. WIRELESS REMOTES FOR A WIRED WORLD and Design, France 98 743760
28. WIRELESS REMOTES FOR A WIRED WORLD, Germany 39842740
29. WIRELESS REMOTES FOR A WIRED WORLD and Design, Germany 39842741
30. WIRELESS REMOTES FOR A WIRED WORLD, U.K. 2174312
31. WIRELESS REMOTES FOR A WIRED WORLD and Design, U.K. 2174314

III. U.S. Trademark Registrations and Applications Owned by Marc Talon, Inc.

1. MARATHON and Design, 2,089,054
2. MAXCELL, 75/837,125
3. QUIK-PULL, 1,158,906
4. TVC, 812,942

IV. U.S. Trademark Application Owned by TVC, Inc.

MARATHON and Design, 75/464,488

V. Trademarks Owned by Amherst Holding Co.

AMHERST FIBER OPTICS, 2,000,244

Domain Names

amherstinternationalllc.com
edfanow.com
fibersplice.com
photonicsassembly.com
erbiumamp.com
xsplice.com
amherstfo.com
wdmnow.com
fusionsplice.com
amherstinternational.com
amherstfiberoptics.com
smartsplice.com
splicenow.com
amherstengineering.com
tvcinc.com
vikimatic.com
fibercable.com
fiberconstruction.com
tvclatinamerica.com
comsource.ca
bgi.ca
uselec.com
uselectronics.com
cliffcom.com
quik-pull.com
cliffordofvermontinc.com
cliffordofvermont.com
cliffordvt.com
whitesandseng.com
whitesandsengineering.com
amtech.com
tvceurope.com
tvceurope.co.uk
cdico.com
email-app.com
icxintl.com
icxint.com
tvccanada.com
tvcommunications.com
tvcamerica.com
cablefab.com
surfmate.com
homenetworksupply.com

SCHEDULE A-3
to
Security Agreement and UCC-1 Financing Statement
in favor of
IBJ Whitehall Bank & Trust Company
as the Collateral Agent for the Lenders
and the other Credit Parties*
granted by CDI FINANCE CO., COMMUNICATION DYNAMICS, INC.
and SUBSIDIARY GUARANTORS
as Obligor

* As used in this Schedule A-3, "Lenders" means IBJ Whitehall Bank & Trust Company, its successors and assigns (including each "Lender" which shall become party to the Credit Agreement between the Company, the Subsidiary Guarantors, Holdings, IBJ Whitehall Bank & Trust Company, as Administrative Agent for the Lenders or other financial institutions or entities party, as Lenders, thereunder). All other capitalized terms shall have the meanings ascribed thereto in the Security Agreement.

Patents

I. Patents and Patent Applications owned by Marc Talon, Inc.

1. 6,019,351, Method and apparatus for introducing a cable into a conduit
2. 5,922,995, Partitioning device for a tubular conduit and method of installation thereof
3. 5,587,115, Method of manufacturing a conduit assembly with a floating divider
4. 5,442,136, Method of installation of partitioning device for a tubular conduit
5. 6,170,804, Method and apparatus for introducing a cable into a conduit
6. **REDACTED**
- 7.
8. Argentina 00 01 03188, Method and apparatus for dividing a conduit into compartments
9. Chile 1582-2000, Method and apparatus for dividing a conduit into compartments
10. Colombia 00.046.790, Method and apparatus for dividing a conduit into compartments
11. Malaysia PI 20002550, Method and apparatus for dividing a conduit into compartments
12. PCT/US00/17106, Method and apparatus for dividing a conduit into compartments
13. Peru 000585/2000, Method and apparatus for dividing a conduit into compartments
14. Philippines, 1-2000-001479, Method and apparatus for dividing a conduit into compartments
15. Thailand 058429, Method and apparatus for dividing a conduit into compartments
16. Taiwan 89112215, Method and apparatus for dividing a conduit into compartments

17. Venezuela 1294-2000, Method and apparatus for dividing a conduit into compartments

II. Patents and Patent Applications Owned by Amherst Holding Co.

1. 5,946,986, Optical Fiber Preparation Unit (Miller)
2. 6,023,996, Optical Fiber Preparation Unit (Klein) (Apparatus)
3. PCT/US98/22316, Optical Fiber Prep Unit (Miller)
4. Canada 2,307,223, Optical Fiber Prep Unit (Miller)
5. EPO Ser. No. 98956138.6, Optical Fiber Prep Unit (Miller)
6. TBA, Hong Kong, Optical Fiber Prep Unit (Miller)
- 7.
8. REDACTED
- 9.
- 10.
- 11.
- 12.
13. REDACTED
14. Canadian Ser. No. 2000-0804, Fiber Adapter (Design Patent)
15. REDACTED
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
22. PCT/US00/29845, FiberSplice Protection Sleeve
23. PCT/US00/41696, Data Collection System
- 24.
25. REDACTED

III. Rights to Additional Inventions Held by Amherst Holding Co.

1. Non-Slip Multi-Size Fiber Holder
2. Compressible Tool Holder
3. Mass Fusion Fiber Dryer
4. Fiber Cleaver w/Grooved Pad
5. Optical Fiber Fusion Spectograph
6. Fiber Holder Adapter Block (for Cleaver) (Design) (Canada)
7. Self-lensing Imaging of Fiber Core Eccentricity (non-provisional)
8. Automatic Fiber Prep Unit (strip, clean, cleave) (with improved configuration)
9. Fiber Clamp with Ultrasonic Cleaner

10. Ser. No. TBA – Self-Lensing Imaging of Fiber Core Eccentricity (Provisional), filed 01/08/01 (Non-provisional application claiming the filing date priority of the provisional application will be transferred to Amherst Holding Co. once filed)
11. Ser. No. TBA – Cleaver with Adjustably Positionable Cutting Members (Provisional), filed 03/19/01 (Non-provisional application claiming the filing date priority of the provisional application will be transferred to Amherst Holding Co. once filed)

IV. Patents Owned by US Electronics, Inc.

1. D 434,027, Remote control unit
2. D 427,584, Remote control unit
3. D 425,899, Remote control unit
4. D 424,062, Remote control unit
5. D 398,310, Remote control unit
6. U.K. 2092405, Remote control unit
7. U.K. 2087156, Remote control unit
8. U.K. 2086431, Remote control unit
9. U.K. 2092406, Remote control unit
10. Canada 89713, Remote control unit
11. ~~REDACTED~~
12. WO00/70796, Remote control incorporating self test capability
13. WO00/70577, Method of displaying manufacturer/model code and programmable universal remote control employing same

Proprietary Rights Granted To Third Party

Verbal agreement between USE and Philips for USE to provide certain proprietary software under various technology leasing arrangements. According to the terms of the licensing arrangement, Philips Consumer Electronics will reimburse USE for non-recurring engineering (NRE) charges associated with each project and will make royalty payments on the basis of the number of units produced incorporating USE's technology, according to the following schedule:

- I. 0.25¢ for the first 1 million units
- II. 0.20¢ up to the next 1 million units
- III. 0.15¢ thereafter

The payment schedule is calculated on a cumulative basis on the total number of units produced, as there is no specific quantity threshold assigned to any individual project.

Release letter dated June 24, 1996 and July 16, 1996 granted to Philips Consumer Electronics Corp. to purchase chips on behalf of USE to be used exclusively for USE's Products.

SCHEDULE A-4
 to
Security Agreement and UCC-1 Financing Statement
 in favor of
IBJ Whitehall Bank & Trust Company
 as the Collateral Agent for the Lenders
 and the other Credit Parties*
 granted by CDI FINANCE CO., COMMUNICATION DYNAMICS, INC.
 and SUBSIDIARY GUARANTORS
 as Obligors

Copyrights

* As used in this Schedule A-4, "Lenders" means IBJ Whitehall Bank & Trust Company, its successors and assigns (including each "Lender" which shall become party to the Credit Agreement between the Company, the Subsidiary Guarantors, Holdings, IBJ Whitehall Bank & Trust Company, as Administrative Agent for the Lenders or other financial institutions or entities party, as Lenders, thereunder). All other capitalized terms shall have the meanings ascribed thereto in the Security Agreement.

I. Copyrights Owned by US Electronics, Inc.

1. 3-in-1 remote control UM31A, user's guide: rev. 3.1, TX4426736
2. 4-in-1 Universal remote control, K475-D user's guide: rev. 3.0, TX4426735
3. 3 in 1 remote control UM31A
user's guide, TX4426734
4. Code for PCA 84C422B based remote control, TX4372382
5. UMTV2000, UMTV2000-D, UMTV2000-X, UTV2000 remote
control user's guide, X4372381
6. UMTVJ, UMTVJ-D, UMTVJ-X
remote control user's guide, TX4372380
7. UMTVRD3 multi-function Zenith compatible CATV & television remote control
instruction manual, TX4372300

II. Devices for which US Electronics, Inc. has procured Code Data:

A. Televisions

A-Mark	Admiral
Adyson	Aiko
Akai	Akura
Alba	Amstrad
Anam	Anam National
AOC	Arcam Delta
Archer	Audio-Technica
Audiosonic	Audiovox
Basic Line	Bauer

Bell & Howell	Britannia
Bush	Candle
Capehart	Capetronic
Carver	Cimline
Citizen	Concerto
Contac	Craig
Crown	Curtis Mathes
CXC	Daewoo
Dansai	Daytron
Decca	Decca Nicam
Dixi	Dynatech
Elta	Emerson
Envision	Etron
Fidelity	Finlux
Fisher	Fortress
Formanti	Funai
Fujitsu	GE
Futuretech	Geloso
GEC	Goldstar
Genexxa	Goodmans/Tashiko
Goodmans	Granada
GPM	Hallmark
Grandin	Hinari
Harman/Kardon	Hitachi
Hisawa	Infinity
Hypson	Isukai
Interfunk	Jensen
JBL	Kaisui
JVC	Kenwood
Kawasho	KMC
Kloss	Lloytron
KTV	Loewe Opta
Loewe	Luxman
Logik	Magnavox
LXI	Mark
Marantz	Memorex
Matsui	Mitsubishi
MGA	MTC
Mivar	NAD
Multitech	Neckermann
NEC	Nicamagic
NEI	NIKKO
NiKKai	Optonica
Onwa	Osaki
Orion	Otto Versand
Osume	Panasonic

Panama	J.C. Penney
Pausa	Philips
Philco	Pioneer
Phonola	Protech
Portland	Proton
Proscan	Quasar
Pulsar	R-Line
Quelle	Radiola
Radio Shack	Realistic
RCA	Roadstar
Rhapsody	Saisho
Runco	Samsung
Sampo	SBR
Sanyo	Scott
Schneider	Sharp
Sears	Signature
Siemens	Sonoko
Solavox	Soundesign
Sony	Spectricon
Soundwave	Standard
SSS	Supre-Macy
Supra	Symphonic
Sylvania	Tatung
Tandy	Techwood
Technics	Teletch
Teknika	Tera
Tensai	TMK
Thorn	Toshiba
Tomashi	Totevision
Tosonic	Universal
Triumph	Vector Research
Universum	Video Concepts
Victor	Vidtech
Vidikron	M. Ward
Viking	Yamaha
White Westinghouse	Zenith
Yoko	Zona

B. VCR's

Admiral	Aiea
Akai	Akura
Alba	Amstrad
ASA	Baird
Bell & Howell	Blaupunkt
Broksonic	Bush

Canon	Capehart
Carver	Catron
Condor	Craig
Cartis Mathes	Daewoo
Daytron	De Graff
Decca	Dual
Dumont	Dynatech
Emerson	Ferguson
Finlandia	Finlux
Fisher	Frontech
Funai	GE
GEC	Go Video
Goldstar	Goodmans
Graetz	Granada
Grundig	Harman/Kardon
Hinari	Hitachi
Interfunk	ITT
JCL	Jensen
JVC	Kendo
Kenwood	Lloyd
Loewe Opta	Logik
Luxor	LXI
Magnavox	Marantz
Marta	Matsui
MEI	Memorex
MGA	Minolta
Mitsubishi	MTC
Multitech	NAD
NEC	Neckermann
Nokia	Nordmende
Optonika	Orion
Osaki	Otto Versand
Panasonic	J.C. Penney
Pentax	Perdio
Philco	Philips
Phonola	Pilot
Pioneer	Portland
Pulsar	Pye
Quartz	Quasar
Quelle	Radiola
RCA	Realistic
Rex	Ricoh
Runco	Saba
Saisho	Salora
Samsung	Sansui
Sanyo	SBR

Schaub Lorenz	Schneider
Scott	Sears
SEI	Sentra
Sharp	Shintom
Siemens	Sinudyne
Solovex	Sony
STS	Sunpak
Sylvania	Symphonic
Tandy	Tashiko
Tatung	Teac
Technics	Teknica
Telefunken	Thomson
Thorn	TMK
Toshiba	Totevision
Triumph	Unitech
Vector Research	Universum
Video Concepts	Victor
M. Ward	Videosonic
Yamaha	Zenith

C. CD Players

ADS	Adcom
Akai	Aiwa
Audio-Technica	Arcam
BSR	Braun
California Audio Lab	Bush
Carver	Carrera
Crown	Casio
Denon	Curtis Mathes
Emerson	Dynamic Bass
Fisher	Eroica
Genexxa	Garrard
Goodmans	Goldstar
HK	Grundig
Inkel	Harman/Kardon
Kenwood	JVC
Linn	Kyocera
LXI	Luxman
Marantz	Magnavox
MCS	McIntosh
Meridian	Memorex
Mission	MGA
NAD	Mitsubishi
Nakamichi	Niam
NIKKO	NEC
Onkyo	NSM

Panasonic	Optimus
Philips	Penny
Proton	Pioneer
RCA	Quasar
Revox	Realistic
Rotel	Roadstar
Samsung	SAE
Sanyo	Sansui
Sears	Scott
Sherwood	Sharp
Siemens	Shure
Sony	Signature
Sylvania	STS
Tandy	Symphonic
Technics	Teac
Vector Research	Toshiba
Wards	Victor
Yamaha	

D. USE Products

<u>USE Product #</u>	<u>Model #</u>
USE13922	CP-550
USE17146	EY320
USE17147	EY322
USE17144	EY386
USE17148	EY420
USE17151	EY422
USE17150	EY486
USE17149	EY486X
USE16982	HOTEL 2000 REMOTE
USE15037	K170-A
USE15039	K170-D
USE15040	K170-X
USE15041	K2000-A
USE17003	K-2000-A2
USE15042	K2000-D
USE15043	K2000-X
USE15020	K475-A
USE17004	K475-A2
USE15021	K475-D
USE15045	K457-X
USE15024	K700-A
USE17005	K700-A2
USE14731	K700-D

USE15025	K700-X
USE15053	K82-A
USE17006	K82-A2
USE14775	K85-D
USE15046	K82-X
USE15022	K86-A
USE17040	K86-A W/COX LOGO
USE17007	K86-A2
USE14598	K86-D
USE15023	K86-X
USE15047	KH9-A
USE15048	KH9-D
USE15049	KH9-X
USE14637	KJ-A
USE16407	KJ-A W/BLISTER PACK
USE17008	KJ-A2
USE14729	KJ-D
USE14728	KJ-X
USE15254	KNO
USE15380	KNO-RBLT
USE15050	KZ-A
USE17002	KZ-A2
USE15051	KZ-D
USE15052	KZ-X
USE16065	LM-2000
USE15158	MODEL 777
USE15003	RC711 W/BLISTER PACK
USE15038	RC711-BULK
USE11338	RD-03Z
USE13558	RDTV03
USE08932	U075L
USE14127	U2000
USE05588	U4000L
USE14849	U4000-L
USE05589	U450L
USE14848	U450L-K
USE11303	U475L
USE14492	U700
USE13598	U82
USE07466	U85L
USE11460	U85L-K
USE13596	U86L
USE16973	U86L W/COMCAST LOGO
USE14129	UDMR

USE13599	UH5
USE13600	UH6
USE13601	UH8
USE13602	UH9
USE16711	UM-400
USE12285	UM-45-
USE09402	UM-550
USE11408	UM-550G
USE15996	UM-550S
USE15298	UM31A W/BLISTER PACK
USE15062	UM31A-BULK
USE14091	UMTV170
USE14092	UMTV170-D
USE14490	UMTV2000
USE15033	UMTV2000-D
USE15034	UMTV2000-X
USE13972	UMTV475
USE13930	UMTV475-D
USE14539	UMTV475-X
USE14128	UMTV700
USE14769	UMTV700-D
USE15036	UMTV700-X
USE13982	UMTV82
USE13983	UMTV82-D
USE14482	UMTV82-X
USE13856	UMTV86
USE14090	UMTV86-D
USE14565	UMTV86-X
USE13973	UMTVH9
USE14093	UMTVH9-D
USE14540	UMTVH9-X
USE12451	UMTVJ
USE14770	UMTVJ-9
USE15701	UMTVJ-9 RTF
USE13595	UMTVJ-9D
USE15754	UMTVJ-CB
USE13560	UMTVJ-D
USE14541	UMTVJ-X
USE14613	UMTVJ-X W/LOGO TCI
USE13923	UMTVRD3
USE14089	UMTVRD3-D
USE15035	UMTVRD3-X
USE10374	URC-400
USE13057	URC-450
USE08972	URC-550
USE13104	URC-550-K

USE11409	URC-550G
USE10529	USP-120
USE15976	USP-120 PC BOARD STUF
USE1137	USP-140
USE15977	USP-140 PC BOARD STUF
USE13405	USP-150
USE13551	USP-170
USE05619	USRCII
USE12512	USRC II-K
USE17046	USV020
USE16984	USV2000
USE17113	USV400
USE16986	USV450
USE17044	USV475
USE17123	USV550
USE17162	USV550 W/AAA ZINC
	INSTAL
USE17057	USV700
USE16981	USV82
USE17045	USV85
USE17043	USV86
USE17047	USVH7
USE17100	USVP1
USE17101	USVP2
USE16985	USVRCII
USE16975	USVRD3
USE14453	UTV2000
USE13576	UTV475
USE17104	UV475-E
USE12452	UTV82
USE16709	UTV86
USE17105	UTV86-E
USE17070	UTV86X
USE17071	UTV86X-E
USE15032	UTVH6
USE13597	UTVH9
USE16708	UTVX2000
USE17155	UTVX2000 MAGINET
USE17108	UTVX2000 W/AAA ALK
	INSTAL
USE17062	UTVX2000-E
USE16940	UX-450
USE16754	UX-550
USE17017	UX-550 W/AAA ZINC
	INSTAL
USE16972	UX-550 W/COMCAST

USE17037	LOGO
USE16775	UX31A-BULK
USE16770	UTVX2000
USE16974	UXTV2000-D
	UXTV2000-D W/COMCAST
	LOGO
USE17067	UXTX2000-E
USE16776	UXTV2000-X

License Agreements

1. License Agreement, dated October 1, 1994, between Marc Talon, Inc. and BLD Co., Inc.
2. License Agreement, dated October 1, 1994, between Marc Talon, Inc. and TVC Holding, Inc.
3. License Agreement, dated October 1, 1994, between Marc Talon, Inc. and TV Cable Supply Co., Inc.
4. "Interstate Cable Enterprises, Inc." which is not registered with the state of Florida; 1090 of Interstate is not registered or copyrighted.
5. License Agreement, dated October 1, 1994, between Marc Talon, Inc. and Cable West Inc.
6. Perpetual Licenses from Universal Electronics Inc. and General Instrument Corporation as part of a settlement agreement, dated November 1, 1994, to use certain of their proprietary software codes embodied in copyright regulation numbers TX-3,619,427 and TX-3,384,354 in U.S. Electronics Inc. remote control products.
7. Pursuant to the License Agreement, dated July 22, 1996, as amended, between ICX International, Inc. and Houston Tracker Systems, Inc. a license to utilize the database described therein for the purposes set forth therein.
8. License Agreement, dated as of January 1, 2000, between Marc Talon, Inc. and TVC Communications, Inc. and American Technology Exporter, Inc.

Schedule B
to
Security Agreement
in favor of
IBJ Whitehall Bank & Trust Company
as the Collateral Agent for the Lender
and the other Credit Parties*
granted by CDI FINANCE CO., COMMUNICATIONS DYNAMICS, INC.
and SUBSIDIARY GUARANTORS
as Obligors

1. COMMUNICATION DYNAMICS, INC.

County

Principal Place of Business of the Obligor:

325 Laudermitlch Road
Hershey, Pennsylvania 17033

Dauphin

Chief Executive Office of Obligor (if different
from the Principal Place of Business):

All Other Places of Business of Obligor:

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:

325 Laudermitlch Road
Hershey, Pennsylvania 17033
Warehouseman (if applicable): NONE

Locations of Inventory: NONE

Location of Records Evidencing Receivables:

325 Laudermitlch Road
Hershey, Pennsylvania 17033
Warehouseman (if applicable): NONE

Ports of Entry: NONE

Tradenames: None

Taxpayer Identification Number: 13-3911323

2. CDI FINANCE CO.

County

Principal Place of Business of the Obligor:
300 Delaware Ave, Suite 553
Wilmington, Delaware 19801

New Castle

Chief Executive Office of Obligor (if different
from the Principal Place of Business):

All Other Places of Business of Obligor:

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:

300 Delaware Ave, Suite 553
Wilmington, Delaware 19801
Warehouseman (if applicable):

Locations of Inventory: NONE

Location of Records Evidencing Receivables:

300 Delaware Ave, Suite 553
Wilmington, Delaware 19801
Warehouseman (if applicable):

Ports of Entry: NONE

Tradenames: NONE

Taxpayer Identification Number: 51-0386150

3. TVC, INC.

County

Principal Place of Business of the Obligor:

325 Laudermilch Rd.

Hershey, PA 17033

Dauphin

Chief Executive Office of Obligor (if different from
the Principal Place of Business):

All Other Places of Business of Obligor:

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:

325 Laudermilch Road

Hershey, PA 17033

Dauphin

Warehouseman (if applicable):

Locations of Inventory: NONE

Location of Records Evidencing Receivables:

325 Laudermilch Road

Hershey, PA 17033

Dauphin

Warehouseman (if applicable):

Ports of Entry: NONE

Tradenames: NONE

Taxpayer Identification Number: 13-3882727

4. PACIFIC COAST CABLE SUPPLY, INC.

County
Orange

Principal Place of Business of the Obligor:
140 Calle Iglesia
San Clemente, California 92673

Chief Executive Office of Obligor (if different
from the Principal Place of Business):

All Other Places of Business of Obligor:

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:
140 Calle Iglesia
San Clemente, California 92673
Warehouseman (if applicable):

Locations of Inventory:
140 Calle Iglesia
San Clemente, California 92673
Warehouseman (if applicable):

Location of Records Evidencing Receivables:
140 Calle Iglesia
San Clemente, California 92673
Warehouseman (if applicable):

Ports of Entry: Los Angeles, Long Beach, Houston, Tampa, Philadelphia, Baltimore and
Newark.

Tradenames: NONE

Taxpayer Identification Number: 33-0345062

5. TVC COMMUNICATIONS, INC.-

Principal Place of Business of the Obligor:

800 Airport Road

Annville, Pennsylvania 17003

Warehouseman (if applicable): None

County

Lebanon

Chief Executive Office of Obligor (if different
from the Principal Place of Business):

All Other Places of Business of Obligor:

(No warehouseman at these locations)

- | | |
|---|------------|
| 1) 130 Industrial Dr.
Chambersburg, PA 17201 | Franklin |
| 2) 5021 Trade Court
Sarasota, FL 34240 | Sarasota |
| 3) 12100 12 th Ave, South
Burnsville, MN 55337
(Vikimatic) | Dakota |
| 4) 206 Crafton Dr
O'Fallon, MO 63366
(Vikimatic) | St Charles |
| 5) 600 Plum Creek Dr
Wadsworth, OH 44282
(Vikimatic) | Medina |
| 6) 7203 Pine Mont
Houston, TX 77040 | Harris |
| 7) 550 W. Valley Ridge Blvd
Lewisville, TX 75057
(Vikimatic) | Denton |
| 8) 10311 South Progress Way, #3
Parker, CO 80134
(Vikimatic) | Douglas |
| 9) 21615 N. 27 th Ave.
Phoenix, AZ 85027 | Maricopa |

- | | |
|--|-----------------|
| 10) 15085 La Palma Dr
Chino, CA 91710
(Vikimatic) | San Bernardino |
| 11) 2702 Ramada Dr.
Paso Robles, CA 93446
(Vikimatic) | San Luis Obispo |
| 12) 140 Calle Iglesia
San Clemente, CA 92673 | Orange |
| 13) 1736 E. Chocolate Ave.
Hershey, PA 17033 | Dauphin |
| 14) 190 Industrial Dr.
Chambersburg, PA 17201 | Franklin |
| 15) 624 S. Mill Street
Crawfordsville, IN 47933 | Montgomery |
| 16) 2840 Industrial Ave.
Hubbard, OR 97032 | Marion |
| 17) 500 Bi-Country Blvd.
Farmingdale, NY 11735 | Suffolk |
| 18) Lot 4, Blair Industrial Park
Parker, CO 80134 | Douglas |
| 19) 7347 S. Revere Parkway
Blvd. B
Englewood, CO 80111 | Arapho |
| 20) 285 Atlas St.
Carbondale, PA 18407 | Lackawanna |
| 21) Route 107
Bethel, VT 05032 | Windsor |
| 22) 201 Lathrop Way
Sacramento, CA 95815 | Sacramento |
| 23) Cornerstone Business Park
Suite 216
390 West Pike St.
Lawrenceville, GA 30045 | Gwinnett |

24) Clifford Industrial Park
Pleasant St. Ext
Randolph, VT 05060

Orange

25) 181 Fulling Mill Rd
Suite 2
Middletown, PA 17057

Dauphin

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:

See listings under principal & other places of business

Locations of Inventory:

Franklin
2294 Molly Pitcher Hwy, South
Chambersburg, PA 17201
Warehouseman: Franklin Storage

Marc Industries
816 Leffingwell Ave.
Ellenton, FL 34222

Exhibits Graphics & Interiors
612 East Main St.
Palmyra, PA 17078

Adams Cable
18882 Hinton St.
Hesperia, CA 92345

Plus all listings under principal & other places of business

Location of Records Evidencing Receivables:

800 Airport Road
Annville, Pennsylvania 17003
Warehouseman (if applicable):
None

Ports of Entry: Los Angeles, Long Beach, Houston, Tampa, Philadelphia, Baltimore and
Newark.

Tradenames: NONE

Taxpayer Identification Number: 25-1199912

6. MARC TALON, INC.

Principal Place of Business of the Obligor:	<u>County</u>
300 Delaware Ave, Suite 553	New Castle
Wilmington, DE 19801	

Chief Executive Office of Obligor (if different
from the Principal Place of Business):

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:
300 Delaware Ave, Suite 553
Wilmington, DE 19801
Warehouseman (if applicable): None

Locations of Inventory (intangibles only):
300 Delaware Ave., Suite 383
Wilmington, DE 19801
Warehouseman (if applicable): None

Location of Records Evidencing Receivables:
325 Laudermilch Road
Hershey, PA 17033
Warehouseman (if applicable): None

Ports of Entry: Los Angeles, Long Beach, Houston, Tampa, Philadelphia, Baltimore and Newark

Tradenames: NONE

Taxpayer Identification Number: 33-0658918

7. AMERICAN TECHNOLOGY EXPORTER, INC.

County

Principal Place of Business of the Obligor:

9750 N.W. 17th St
Miami, FL 33172

Dade

Chief Executive Office of Obligor (if different
from the Principal Place of Business):

All Other Places of Business of Obligor:

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:

9750 N.W. 17th St.
Miami, FL 33172

Warehouseman (if applicable): None

Locations of Inventory:

9750 N.W. 17th St
Miami, FL 33172

Warehouseman (if applicable): None

140 Calle Iglesia
San Clemente, CA 92673
(Orange County)

Location of Records Evidencing Receivables:

9750 N.W. 17th St
Miami, FL 33172

Warehouseman (if applicable): None

Ports of Entry: Miami, FL

Tradenames: d/b/a TVC Latin America
No legal registrations of the name

Taxpayer Identification Number: 59-2491245

8. US ELECTRONICS, INC.

County

Principal Place of Business of the Obligor:
 8250 E. Park Meadow Dr.
 Suite 150
 Littleton, CO 80124

Douglas

Chief Executive Office of Obligor (if
 different from the Principal Place of Business):

All Other Places of Business of Obligor:
 585 N. Bicycle Path
 Suite 52
 Port Jefferson Station, NY 11776

Suffolk

12711 Newport Ave.
 Suite H
 Tustin, CA 92780

1021 S. Boulder Rd.
 Suite P
 Louisville, CO 80027

Boulder

3960 Harlem Rd., Suite 6
 Buffalo, NY 14226

Niagara

All Locations of Collateral (including Permitted Inventory Locations):

Locations of Equipment:

All offices

Locations of Inventory:

585 North Bicycle Path, Suite 52
 Port Jefferson Station, New York 11776
 Warehouseman (if applicable): None

8250 East Park Meadows Drive
 Suite 150
 Littleton, Colorado 80124
 Warehouseman (if applicable): None

Location of Records Evidencing Receivables:

8250 East Park Meadows Drive

Suite 150

Littleton, Colorado 80124

Ports of Entry: El Paso, Texas; Long Beach, California; Seattle, Washington

Tradenames: NONE

Taxpayer Identification Number: 22-3343397

9. AMHERST FIBEROPTICS, INC.

Principal Place of Business of the Obligor:

Two Brentwood Commons
750 Old Hickory Boulevard
Brentwood, TN 37027

Chief Executive Office of Obligor (if
different from the Principal Place of Business):

All Other Places of Business of the Obligor:

Central Park Building
3500 W. Olive Avenue
Suite 300
Burbank, CA 91505

All Locations of Collateral (including Permitted Inventory Locations):

Two Brentwood Commons
750 Old Hickory Boulevard
Brentwood, TN 37027

Locations of Equipment:

Two Brentwood Commons
750 Old Hickory Boulevard
Brentwood, TN 37027

Locations of Inventory:

Two Brentwood Commons
750 Old Hickory Boulevard
Brentwood, TN 37027

Location of Records Evidencing Receivables:

Two Brentwood Commons
750 Old Hickory Boulevard
Brentwood, TN 37027

Ports of Entry: Louisville, KY; Memphis, TN; New York, NY
Tradenames: NONE
Taxpayer Identification Number: 52-2253668

10. AMHERST HOLDING CO.

Principal Place of Business of the Obligor:

300 Delaware Avenue, Suite 553
Wilmington, DE 19801Chief Executive Office of Obligor (if
different from the Principal Place of Business):

All Other Places of Business of the Obligor:

None.

All Locations of Collateral (including Permitted Inventory Locations):

300 Delaware Avenue, Suite 553
Wilmington, DE 19801

Locations of Equipment:

300 Delaware Avenue, Suite 553
Wilmington, DE 19801

Locations of Inventory (intangibles only):

300 Delaware Avenue, Suite 553
Wilmington, DE 19801

Location of Records Evidencing Receivables:

300 Delaware Avenue, Suite 553
Wilmington, DE 19801

Tradenames: None

Taxpayer Identification Number: 51-0406555

- * As used in this Schedule B, "Lenders" means IBJ Whitehall Bank & Trust Company, its successors and assigns (including each "Lender" which shall become party to the Credit Agreement between the Company, the Subsidiary Guarantors, Holdings, IBJ Whitehall Bank & Trust Company, as Administrative Agent for the Lenders or other financial institutions or entities party, as Lenders, thereunder). All other capitalized terms shall have the meanings ascribed thereto in the Security Agreement.

Schedule C
to
Security Agreement
in favor of
IBJ Whitehall Bank & Trust Company
as the Collateral Agent for the Lender
and the other Credit Parties*
granted by CDI FINANCE CO., COMMUNICATIONS DYNAMICS, INC.
and SUBSIDIARY GUARANTORS
as Obligors

Pledged Stock

Obligor

1. COMMUNICATION DYNAMICS, INC.

Issuer	Certificate Nos.	Registered Owner	Description, Number of Shares Membership Interests and Other Equity Interests
CDI FINANCE CO.	1	Communication Dynamics, Inc.	100

Obligor

2. CDI FINANCE CO.

Issuer	Certificate Nos.	Registered Owner	Description, Number of Shares Membership Interests and Other Equity Interests
1. TVC, INC.	22	CDI Finance Co.	100
2. US ELECTRONICS, INC.	146	CDI Finance Co.	100

Obligor

3. US ELECTRONICS, INC.

Issuer	Certificate Nos.	Registered Owner	Description, Number of Shares Membership Interests and Other Equity Interests
1. US ELECTRONICS LIMITED (UK)		US ELECTRONICS, INC.	

Obligor

4. TVC, INC.

Issuer	Certificate Nos.	Registered Owner	Description, Number of Shares Membership Interests and Other Equity Interests
1. PACIFIC COAST CABLE SUPPLY, INC.	4,5	TVC, Inc.	49
2. TVC COMMUNICATIONS, INC.	1	TVC, Inc.	102
3. AMERICAN TECHNOLOGY EXPORTER, INC	5	TVC, Inc.	500
4. TVC COMMUNICATIONS CANADA INC.*	2	TVC, Inc.	250,000
5. TVC (EUROPE) LIMITED*	19	TVC, Inc.	20,868
6. AMHERST FIBEROPTICS, INC.	2	TVC, Inc.	100

* 65% of the company's stock will be pledged as it is a foreign subsidiary.

Obligor

5. AMHERST FIBEROPTICS, INC.

Issuer	Certificate Nos.	Registered Owner	Description, Number of Shares Membership Interests and Other Equity Interests
1. AMHERST HOLDING CO.	1	Amherst FiberOptics, Inc.	100

Obligor

6. TVC COMMUNICATIONS, INC.

Issuer	Certificate Nos.	Registered Owner	Description, Number of Shares Membership Interests and Other Equity Interests
1. MARC TALON, INC.	2,3	TVC Communications, Inc.	100