

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Bell Industries, Inc., a California corporation	01/31/2007
Bell Industries, Inc., a Minnesota corporation	01/31/2007

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	0033417
Patent Number:	5144648
Patent Number:	5278891
Patent Number:	5396228
Patent Number:	5590403
Patent Number:	5754946
Patent Number:	5408515
Patent Number:	5438610
Patent Number:	5559862
Patent Number:	5539392
Patent Number:	5581804
Patent Number:	5634198
Patent Number:	5651050
Patent Number:	5784002

PATENT

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REEL: 018826 FRAME: 0503

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Patent Number:	5659891
Patent Number:	5809428
Patent Number:	5924017
Patent Number:	5894506
Patent Number:	5786748
Patent Number:	5915210
Patent Number:	6664868
Patent Number:	6844803
Patent Number:	6714097
Patent Number:	6788945

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	45035.00232
NAME OF SUBMITTER:	Claudia R Immerzeel

#### Total Attachments: 10

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 31st day of January, 2007, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Bell Industries, Inc., a California corporation ("Parent"), Bell Industries, Inc., a Minnesota corporation ("Bell Minnesota") (each of Parent and Bell Minnesota are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders signatory thereto (the "Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof, the Lender Group is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Provider, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing; and
  - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.
3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security

Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall

constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**BELL INDUSTRIES, INC.,**  
a California corporation

By: Kevin J. ThirionName: Kevin J. ThirionTitle: CEO

**BELL INDUSTRIES, INC.,**  
a Minnesota corporation

By: Kevin J. ThirionName: Kevin J. ThirionTitle: CEO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT  
REEL: 018826 FRAME: 0508

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation, as Agent

By:

Name:

Title:

*Anna M. Bellinghousen*  
*Anna M. Bellinghousen*  
*Vice President*

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

**SCHEDULE I**  
**TO**  
**PATENT SECURITY AGREEMENT**

Upon completion of the SkyTel acquisition, the Grantor will be assigned the following patents and patent applications.

Application #	Country	Filing Date	Issue Date	Patent Number	Title	Inventors	VZ Case #
07/306,548	United States	6-Feb-89	30-Oct-90	33,417	Mobile Paging Call Back System and Related Method	Hays, William D. :: Bhagat, Jai P.	SKY86001RE
592279	Canada	28-Feb-89	24-Nov-92	1,310,699	Ground-To-Air Telephone Calling System and Related Method	Bhagat, Jai P. :: Oswalt, Ernest A. :: Hays, William D.	SKY88001
PCT/US89/01540	Patent Cooperation Treaty	13-Apr-89	EXPIRED	N/A	Ground-To-Air Telephone Calling System and Related Method	Bhagat, Jai P. :: Oswalt, Ernest A. :: Hays, William D.	SKY88001
1989/15860	Mexico	28-Apr-89	6-Oct-93	171,182	Ground-To-Air Telephone Calling System and Related Method	Bhagat, Jai P. :: Oswalt, Ernest A. :: Hays, William D.	SKY88001
PCT/US90/04693	Patent Cooperation Treaty	22-Aug-90	EXPIRED	N/A	Method and Apparatus for Processing Pages	Bhagat, Jai P. :: Vence, Robert L. :: Hays, William D.	SKY89001
1990/22143	Mexico	29-Aug-90	10-Jan-94	172,726	Method and Apparatus for Processing Pages	Bhagat, Jai P. :: Vence, Robert L. :: Hays, William D.	SKY89001
07/702,121	United States	16-May-91	1-Sep-92	5,144,648	Method and Apparatus for Processing Pages	Bhagat, Jai P. :: Hays, William D. :: Vence, Robert L.	SKY89001
07/759,626	United States	16-Sep-91	11-Jan-94	5,278,891	Ground-To-Air Telephone Calling System and Related Method	Hays, William D. :: Oswalt, Ernest A. :: Bhagat, Jai P.	SKY88001C1
07/821,454	United States	16-Jan-92	7-Mar-95	5,396,228	Methods and Apparatus for Compressing and Decompressing Paging Data	Garahi, Masood	SKY92001
07/973,918	United States	12-Nov-92	31-Dec-96	5,590,403	Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
08/124,219	United States	21-Sep-93	19-May-98	5,754,946	Nationwide Communication System	Cameron, Dennis Wayne :: Bhagat, Jai P. :: Garahi, Masood :: Petrovic, Rade :: Roehr, Walter Charles Jr. :: Hays, William D. :: Ackerman, David W.	SKY92002P1
94901305.6	European Patent Office	12-Nov-93	28-Jan-98	669062	Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002



94901305.6	France	12-Nov-93	28-Jan-98	669062	Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
97201162.1	France	12-Nov-93			Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
94901305.6	Germany	12-Nov-93	28-Jan-98	P69316771.8	Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
97201162.1	Germany	12-Nov-93			Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
94901305.6	Great Britain	12-Nov-93	28-Jan-98	669062	Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
97201162.1	Great Britain	12-Nov-93			Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
PCT/US93/10713	Patent Cooperation Treaty	12-Nov-93	EXPIRED	N/A	Method and System for Efficiently Providing Two Way Communication Between a Central Network and Mobile Unit	Petrovic, Rade :: Garahi, Masood :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Hays, William D. :: Bhagat, Jai P.	SKY92002
08/226,394	United States	12-Apr-1994	18-Apr-1995	5,408,515	Ground-To-Air Telephone Calling System and Related Method for Directing a Call to a Particular Passenger	Bhagat, Jai P. :: Oswalt, Ernest A. :: Hays, William D.	SKY88001C1P1
08/246,089	United States	19-May-94	1-Aug-95	5,438,610	Method for Establishing a Communication Link Between a Ground-Base Caller and a Passenger on Board an Aircraft	Oswalt, Ernest A. :: Hays, William D. :: Bhagat, Jai P.	SKY88001C2
08/299,091	United States	2-Sep-94	24-Sep-96	5,559,862	Mobile Paging Telephone and Call Back System and Method	Hays, William D. :: Rele, Bhushan S.	SKY94003

08/322,199	United States	13-Oct-94	23-Jul-96	5,539,392	Methods for Coordinating Radio Paging Transmissions on Local and Nationwide Channels	Hays, William D. :: Oswalt, Ernest A. :: Bhagat, Jai P.	SKY94004
08/387,228	United States	13-Feb-95	3-Dec-96	5,581,804	Nationwide Communication System	Petrovic, Rade :: Bhagat, Jai P. :: Hays, William D. :: Garahi, Masood :: Ackerman, David W. :: Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne	SKY92002D1
08/387,229	United States	13-Feb-95	27-May-97	5,634,198	Nationwide Communication System	Garahi, Masood :: Cameron, Dennis Wayne :: Hays, William D. :: Bhagat, Jai P. :: Roehr, Walter Charles Jr. :: Ackerman, David W.	SKY92002D2
08/433,537	United States	2-May-95	22-Jul-97	5,651,050	Ground-to-air telephone calling system and related method for establishing a telephone link between a ground-based caller and a passenger on board an aircraft	Oswalt, Ernest A. :: Bhagat, Jai P. :: Hays, William D.	SKY88001C3
08/434,349	United States	2-May-95	21-Jul-98	5,784,002	Low-Power Random Digit Generator	Bhagat, Jai P. :: Roehr, Walter Charles Jr. :: Garahi, Masood :: Hays, William D. :: Ackerman, David W. :: Cameron, Dennis Wayne	SKY95002
08/480,718	United States	7-Jun-95	19-Aug-97	5,659,891	Multicarrier Techniques in Bandlimited Channels	Roehr, Walter Charles Jr. :: Cameron, Dennis Wayne :: Ackerman, David W. :: Bhagat, Jai P. :: Garahi, Masood :: Hays, William D. :: Petrovic, Rade	SKY95001
08/687,034	United States	25-Jul-96	15-Sep-98	5,809,428	Method and Device for Processing Undelivered Data Messages in a Two-Way Wireless Communications System	Pinter, Gregory J. :: Hale, John J. :: Hays, William D. :: Garahi, Masood	SKY96001
08/707,512	United States	4-Sep-96	13-Jul-99	5,924,017	Method and System for Adaptively Setting Wake-Up Intervals in Paging Devices	Hays, William D. :: Garahi, Masood :: Pinter, Gregory J.	SKY96003
08/708,696	United States	5-Sep-96	13-Apr-99	5,894,506	Method and Apparatus for Generating and Communicating Messages Between Subscribers to an Electronic Messaging Network	Pinter, Gregory J.	SKY96002
08/807,225	United States	28-Feb-97	28-Jul-98	5,786,748	Method and Apparatus for Giving Notification of Express Mail Delivery	Burns, Patrick E. :: Nikolic, John E.	SKY97001
08/899,476	United States	24-Jul-97	22-Jun-99	5,915,210	Method and System for Providing Multicarrier Simulcast Transmission	Cameron, Dennis Wayne :: Bhagat, Jai P. :: Garahi, Masood :: Hays, William D. :: Ackerman, David W. :: Roehr, Walter Charles Jr.	SKY92002C1
PCTUS01/42039	Patent Cooperation Treaty	6-Sep-01	EXPIRED	N/A	Method and Apparatus for Adaptive Filter Graphing in a Communication System	Welsh, Shawn P. :: Sandlin, Joseph R. Jr.	SKY00002
10/025,394	United States	19-Dec-01	16-Dec-03	6,664,868	Shim-Tuned Coaxial Cable Impedance Transformer	Echols, Billy G. Jr.	SKY01003

10/077,368	United States	15-Feb-02	18-Jan-05	6,844,803	Thirty Degree Length Impedance Transformer	Echols, Billy G. Jr.	SKY01004
10/137,783	United States	3-May-02	30-Mar-04	6,714,097	Impedance Matching/Power Splitting Network for a Multi-Element Antenna Array	Echols, Billy G. Jr.	SKY01006
10/201,728	United States	23-Jul-02	7-Sep-04	6,788,945	Method and Apparatus to Determine a Mobile User's Location in a Wireless Communication Network	Paris, Alan T. :: Echols, Billy G. Jr.	SKY01007
10/758,213	United States	16-Jan-04			Method and System for Tracked Device Location and Route Adherence Via Geofencing	Ngo, Huey J. :: Humphries, Laymon Scott	SKY03003
10/759,406	United States	16-Jan-04			Method and System for Scheduling of Data Retrieval From Mobile Telemetry Devices	Humphries, Laymon Scott :: Ngo, Huey-Jiun	SKY03006
10/758,770	United States	16-Jan-04			Method and System for Tracking Mobile Telemetry Devices	Ngo, Huey-Jiun :: Humphries, Laymon Scott :: Puranik, Gagan	SKY03010
10/758,930	United States	16-Jan-04			Method and System for Interfacing With Mobile Telemetry Devices	Zou, Jie :: Greer, Michael Lindeal :: Goering, Norman L. Jr. :: Uppalapati, Vamsi	SKY03011
10/759,404	United States	16-Jan-04			Method and System for Transmitting Assistance Location Data for Fleet and Asset Management	Humphries, Laymon Scott :: Ngo, Huey-Jiun :: Puranik, Gagan	SKY03012
10/796,133	United States	3/10/2004			Systems and methods for transmitting data in a wireless communications network	Puranik, Gagan; Oshinsky, Stephen	SKY03002
10/830,002	United States	23-Apr-04			Method and System for Providing Time Information Via a Wireless Network	Puranik, Gagan	SKY03004
10/966,841	United States	15-Oct-04			Method and Apparatus for Providing an Externalized Interface to Mobile Telemetry Devices	Humphries, Laymon Scott	SKY03006P1
11/014,566	United States	16-Dec-04			Method and System for Tracking Mobile Devices Using Radio Frequency Identification (RFID) Tags	Echols, Billy G. Jr.K2	SKY04003
5000852.3	European Patent Office	17-Jan-05			Method and System for Tracked Device Location and Route Adherence Via Geofencing	Ngo, Huey J. :: Humphries, Laymon Scott	SKY03003
5000854.9	European Patent Office	17-Jan-05			Method and System for Tracking Mobile Telemetry Devices	Ngo, Huey-Jiun :: Humphries, Laymon Scott :: Puranik, Gagan	SKY03010
5000853.1	European Patent Office	17-Jan-05			Method and System for Transmitting Assistance Location Data for Fleet and Asset Management	Humphries, Laymon Scott :: Ngo, Huey-Jiun :: Puranik, Gagan	SKY03012
11/065,913	United States	25-Feb-05			Method and Apparatus for Data Filtering in a Tracking System	Dement, James F. :: Summers, Bracey C. :: Wadsworth, Jay B. :: Humphries, Laymon Scott	SKY05001
11/089,651	United States	25-Mar-05			User Interface for Defining Geographic Zones for Tracking Mobile Telemetry Devices	Dement, James F. :: Zou, Jie	SKY03011P1

11/113,249	United States	22-Apr-05			Data Filtering by a Telemetry Device for Fleet and Asset Management	Dement, James F. :: Summers, Bracey C. :: Ngo, Huey-Jiun :: Humphries, Laymon Scott :: Wadsworth, Jay B.	SKY05001P1
11/116,488	United States	28-Apr-05			Method and Apparatus for Providing Transmission of Compressed Telemetry Data in a Tracking System	Humphries, Laymon Scott :: Ngo, Huey-Jiun	SKY05003
11/128,484	United States	13-May-05			Method and Apparatus for Providing Secure Wireless Communication	Puranik, Gagan	SKY04004
PCT/US05/40936	Patent Cooperation Treaty	10-Nov-2005			Method and Apparatus for Providing Secure Wireless Communication	Puranik, Gagan	SKY04004
PCT/US05/45123	Patent Cooperation Treaty	12-Dec-2005			Method and System for Tracking Mobile Devices Using Radio Frequency Identification (RFID) Tags	Echols, Billy G. Jr.	SKY04003
	Patent Cooperation Treaty	16-Feb-2006			Method and Apparatus for Data Filtering in a Tracking System	Dement, James F. :: Summers, Bracey C. :: Wadsworth, Jay B. :: Humphries, Laymon Scott	SKY05001