

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Patent and Trademark Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
E.F. Johnson Company	01/04/2012
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, National Association
Street Address:	245 S. Los Robles Avenue, 7th Floor
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	D636361
Patent Number:	7929475
Patent Number:	8059574
Application Number:	13278641
Application Number:	13174507
Application Number:	61513409
Application Number:	13210211
Application Number:	13251895
CORRESPONDENCE DATA	
Fax Number:	(202)739-3001
Phone:	202-739-3000
Email:	jennifer.evans@morganlewis.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Morgan, Lewis & Bockius LLP
Address Line 1:	1111 Pennsylvania Avenue, NW

CH \$320.00 D636361

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

058438-08-0159

NAME OF SUBMITTER:

Jennifer C. Evans

Total Attachments: 5

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FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (the "Amendment"), is dated January 4, 2012, and entered into by and between E. F. JOHNSON COMPANY, a Minnesota corporation ("Company"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), acting through its Wells Fargo Business Credit operating division.

RECITALS

A. Company and Wells Fargo are parties to a Credit and Security Agreement dated August 13, 2010 (as amended, supplemented or restated from time to time, the "Credit Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Credit Agreement unless otherwise specified.

B. To induce Wells Fargo to provide the financial accommodations described in the Credit Agreement, Company entered into that certain Patent and Trademark Security Agreement, dated as of August 13, 2010 with Wells Fargo (the "Agreement").

C. The Company has requested that Wells Fargo modify and amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendments to the Agreement.

(a) Section 3.2 of the Agreement. The first sentence of Section 3.2 of the Agreement is hereby amended by replacing each reference to "the date hereof" appearing therein with "January 4, 2012".

(b) Section 3.3 of the Agreement. The first sentence of Section 3.3 of the Agreement is hereby amended by replacing each reference to "the date hereof" appearing therein with "January 4, 2012".

(c) Exhibit A to the Agreement.

(i) Exhibit A to the Agreement is hereby amended by adding the following under the heading "UNITED STATES ISSUED PATENTS":

<u>File #</u>	<u>Inventor</u>	<u>Title of Patent</u>	<u>Date Filed</u>	<u>Date Issued</u>
D636,361	Frandsen, Reavill	Control Head with Electroluminescent Panel for a Land Mobile Radio	11/6/09	4/19/11

7,929,475	Simonson, Livdahl, Smith	System and Method for Multicast Communications Using Real Time Transport Protocol (RTP)	5/1/07	4/19/11
8,059,574	Roy, Benshetler	Method and System For Peer-to-Peer Communication Among Sites	11/9/07	11/15/11

(ii) Exhibit A to the Agreement is hereby amended by adding the following under the heading "UNITED STATES PATENT APPLICATIONS":

<u>File #</u>	<u>Inventor</u>	<u>Title of Patent</u>	<u>Date Filed</u>
13/278,641	Roy, Jobe	System and Method for Simulating a Land Mobile Radio System	10/21/11
13/174,507	Roy, Trine, Jobe	System and Method for Providing Mobility Management and Out-of-Coverage Indication in a Conventional Land Mobile Radio System	6/30/11
61/513,409	Moser, Suzuki	System and Method for Providing Radio Communication in a Land Mobile Radio System	7/29/11
13/210,211	Roy, Trine, Jobe	Hybrid Land Mobile Radio System Incorporating Mobility Management and Out-of-Coverage Indication	8/15/11
13/251,895	Roy, Benshetler	Method and System For Peer-to-Peer Communication Among Sites	10/3/11

(d) Exhibit B to the Agreement. Exhibit B to the Agreement is hereby amended by adding the following under the heading "APPLICATIONS":

<u>File #</u>	<u>Title</u>	<u>Date Filed</u>
85/110,563	Fireground	8/18/10
85/110,521	FIRESafe	8/18/10
85/110,461	StarPilot	8/18/10

85/357,376	Atlas	6/27/11
85/357,364	Vantage	6/27/11
85/357,344	Viking	6/27/11

2. Update to Credit Agreement. The intellectual property identified in clause (h)(i) of Exhibit D to the Credit Agreement shall be deemed to have been updated with the information provided in Sections 1(c) and (d) hereto.

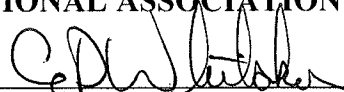
3. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement and the Credit Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Company.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: 
Print Name: Gary Whitaker
Title: Authorized Signatory

E. F. JOHNSON COMPANY

By _____
Print Name: _____
Title: _____

Acknowledged and agreed to with respect to
Section 2 of this Amendment by:

EF JOHNSON TECHNOLOGIES, INC.


By _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**


By: _____
Print Name: Gary Whitaker
Title: Authorized Signatory

E. F. JOHNSON COMPANY

By: 
Print Name: ANDREW ADAIR
Title: PRESIDENT & CEO

Acknowledged and agreed to with respect to
Section 2 of this Amendment by:

EF JOHNSON TECHNOLOGIES, INC.

By: 
Print Name: ANDREW ADAIR
Title: PRESIDENT & CEO

*First Amendment to Patent and Trademark Security Agreement
WFBC/E. F. Johnson*

DB2/ 22230220