

MD
7-13-98

FORM PTO-1584
7-31-95

07-17-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100766526

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

1. Name of conveying party(ies):

Clifford Electronics, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/01/97

2. Name and address of receiving party(ies):

Name: Heller Financial, Inc., as Agent

Internal Address:

Street Address: 500 W. Monroe Street

City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark registration No.(s)

See attached Schedule 1

Additional numbers attached? Yes No

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

Name: Meredith A. Parsons

Internal Address: Suite 5800

Street Address: Latham & Watkins
233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit 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.

Meredith A. Parsons

Name of Person Signing

Signature

TT0811 07/13/98

Total number of pages comprising this sheet:

Schedule 1 to Trademark Security Agreement

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
CliffAlarm	1368850	11/05/85
IMS	1388987	04/08/86
Clifford	1674046	02/04/92
CallGuard	1745072	01/05/93

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>DATE OF APPLICATION</u>
VirtualKey	75/216881	12/23/96
Virtual Link	75/216880	12/23/96

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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[None]

TRADEMARK SECURITY AGREEMENT

WHEREAS, CLIFFORD ELECTRONICS, INC., a California corporation (“Grantor”) with its principal place of business at 20750 Lassen Street, Chatsworth, California, 91311, owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Avital Technologies, Inc., Heller Financial, Inc., as Agent for Lenders (together with its successors and assigns, the “Grantee”), and Lenders are parties to that certain Credit Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”; terms defined in the Security Agreement and not otherwise defined herein have the respective meanings provided for in the Security Agreement), between Grantor, Avital Technologies, Inc. and Grantee, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including (except as limited by the Security Agreement) all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and Trademark Licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark License, including, without limitation, each Trademark License listed on Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, and the

Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License;

but excluding from Trademark Collateral any of the foregoing items to the extent (but only to the extent) that the granting of a security interest therein is prohibited by applicable laws or, in the case of any Trademark License or any Trademark licensed thereunder by Grantor as licensee, if the granting of a security interest therein is prohibited by an enforceable restriction in such Trademark License or the terms of such Trademark License would permit the other party thereto to terminate such Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. The interest evidenced hereby is a security interest only and is not a present assignment of any Trademark Collateral. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of this 1st day of October, 1997.

CLIFFORD ELECTRONICS, INC.,

By: Walter J. G.

Name: Walter J. G.

Title: CEO

Acknowledged:

HELLER FINANCIAL, INC.,

as Agent

By: Dennis R. Roblaski

Name: Dennis R. Roblaski

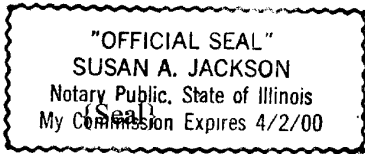
Title: SVP

ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

On this 1st day of October, 1997 before me personally appeared William Franklin to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as CFO of CLIFFORD ELECTRONICS, INC., a California corporation, who being by me duly sworn, did depose and say that he is such officer of such company; that the foregoing instrument was executed on behalf of said company by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said company.

Susan A. Jackson
Notary Public



My commission expires:
April 2, 2000

Schedule 1 to Trademark Security Agreement

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<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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[None]

LATHAM & WATKINS

ATTORNEYS AT LAW
SEARS TOWER, SUITE 5800
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 876-7700
FAX (312) 993-9767

PAUL R. WATKINS (1899 - 1973)
DANA LATHAM (1898 - 1974)

ORANGE COUNTY OFFICE
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA 92626-1925
TELEPHONE (714) 540-1235
FAX (714) 755-8290

SAN DIEGO OFFICE
701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101-8197
TELEPHONE (619) 236-1234
FAX (619) 696-7419

SAN FRANCISCO OFFICE
505 MONTGOMERY STREET, SUITE 1900
SAN FRANCISCO, CALIFORNIA 94111-2562
TELEPHONE (415) 391-0600
FAX (415) 395-8095

SILICON VALLEY OFFICE
75 WILLOW ROAD
MENLO PARK, CALIFORNIA 94025-3656
TELEPHONE (650) 328-4600
FAX (650) 463-2600

TOKYO OFFICE
INFINI AKASAKA, B-7-15, AKASAKA MINATO-KU
TOKYO 107, JAPAN
TELEPHONE (813) 3423-3970
FAX (813) 3423-3971

WASHINGTON, D.C. OFFICE
1001 PENNSYLVANIA AVE., N.W. SUITE 1300
WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
FAX (202) 637-2201

FILE NO. 025866-0002

HONG KONG OFFICE
23RD FLOOR
STANDARD CHARTERED BANK BUILDING
4 DES VOEUX ROAD CENTRAL HONG KONG
TELEPHONE : 852-2905-6400
FAX : 852-2905-6940

LONDON OFFICE
ONE ANGEL COURT
LONDON EC2R 7HJ ENGLAND
TELEPHONE : 44-171-374 4444
FAX : 44-171-374 4460

LOS ANGELES OFFICE
833 WEST FIFTH STREET, SUITE 4000
LOS ANGELES, CALIFORNIA 90071-2007
TELEPHONE (213) 485-1234
FAX (213) 891-8763

MOSCOW OFFICE
ULITSY GASHEKA, 7, 9TH FLOOR
MOSCOW 125047 RUSSIA
TELEPHONE : 7-095 785-1234
FAX : 7-095 785-1235

NEW JERSEY OFFICE
ONE NEWARK CENTER 16TH FLOOR
NEWARK, NEW JERSEY 07101-3174
TELEPHONE (973) 639-1234
FAX (973) 639-7298

NEW YORK OFFICE
885 THIRD AVENUE, SUITE 1000
NEW YORK, NEW YORK 10022-4802
TELEPHONE (212) 906-1200
FAX (212) 751-4864

VIA MESSENGER

Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

July 11, 1998

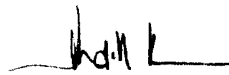
Re: Trademark Security Agreement between Clifford Electronics, Inc. and Heller
Financial, Inc., as Agent

Dear Madam/Sir:

Enclosed is the above-referenced document for recordation. I have enclosed a check in the amount of \$165 to cover the recordation fee. Please arrange to have this document recorded and returned to me.

I can be reached collect at (312) 876-7676 if you have any questions concerning the enclosed document.

Sincerely,



Meredith A. Parsons
Legal Assistant

Enclosure

cc: Stephen R. Tetro, Esq.