



**COMERICA BANK-CALIFORNIA**  
155 Grand Avenue  
Suite 402  
Oakland, CA 94612

a California Banking corporation

SCHEDULE B

**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
FASTRANS	November 12, 1996	2,015,509
ELECTRONIC SAFE DEPOSIT BOX	January 18, 1994	1,817,102
ID SOLUTIONS	June 9, 1992	1,692,074
TEMPKEY	January 30, 1990	1,579,915
BARKEY AND DESIGN	July 16, 1985	1,349,015
SECUR-A-SEAL	July 9, 1985	1,347,738
GYJR	December 8, 1981	1,180,964
VIDEO-DEX	March 6, 1979	1,114,430
COMMITMENT MAKES THE DIFFERENCE	December 7, 1976	1,053,871

SCHEDULE B

**PENDING TRADEMARKS**

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
GPSYNC	October 16, 1997	75-373,942
COMMSYNC	August 27, 1997	75-348,192
ROSWELL	July 1, 1997	75-317,813
CONTROLINK	February 28, 1997	75-249,563
MULTILINK	November 29, 1995	75-025,360

# PATENT AND TRADEMARK SECURITY AGREEMENT

(Odetics)

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as may be amended or restated from time to time, this "Agreement"), dated as of May 1, 1998, is entered into by and among **IMPERIAL BANK**, a California banking corporation, in its individual capacity and in its capacity as agent ("Agent") for Banks (as hereinafter defined), and **COMERICA BANK-CALIFORNIA**, a California banking corporation (collectively, "Banks"), on the one hand, and **ODETICS, INC.**, a Delaware corporation ("Odetics"), on the other hand, with reference to the following facts:

A. Agent, Banks, Odetics and Gyyr Incorporated, a California corporation ("Gyyr" and collectively with Odetics, "Borrowers"), are parties to that certain Loan and Security Agreement, dated as of August 30, 1994, as amended by that certain letter agreement, dated as of December 6, 1994, that certain Amendment Number One to Loan and Security Agreement, dated as of March 1, 1995, that certain Amendment Number Two to Loan and Security Agreement, dated as of June 27, 1995, that certain Amendment Number Three to Loan and Security Agreement, dated as of December 1, 1995, that certain Amendment Number Four to Loan and Security Agreement, dated as of February 26, 1996, that certain Amendment Number Five to Loan and Security Agreement, dated as of December 4, 1996, that certain Amendment Number Six to Loan and Security Agreement, dated as of March 31, 1997, that certain Amendment Number Seven to Loan and Security Agreement, dated as of September 30, 1997, and that certain Amendment Number Eight to Loan and Security Agreement, dated as of April 21, 1998 (the "Loan Agreement");

B. Pursuant to the terms of the Loan Agreement, Borrowers granted to Agent for the benefit of Banks and Issuing Bank, a first priority security interest in all of their properties and assets, including without limitation, all of Borrowers' patents and trademarks, including all of the patents and trademarks owned by Intelligent Controls, Inc., a Washington corporation ("ICI"), which has merged with and into Odetics, pursuant to that certain Agreement and Plan of Merger, dated as of October 9, 1997, by and among Odetics, ICI and others (the "Merger Agreement"); and

C. As a condition to their consent to Odetics' entering into the Merger Agreement, Agent and Banks have required, and Odetics has agreed, that Odetics enter into this Agreement in order to supplement the terms and conditions of the Loan Agreement with respect to Odetics' patents and trademarks.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

# A G R E E M E N T

## 1. Definitions and Construction.

(a) Definitions. All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

"Bankruptcy Code" means The Bankruptcy Reform Act of 1978 (Pub. L. No. 95-598; 11 U.S.C.), as amended or supplemented from time to time, or any successor statute, and any and all rules and regulations issued or promulgated in connection therewith.

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Odetics, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Odetics, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Odetics's right, title, and interest, in and to the patents and patent applications listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Odetics's right, title, and interest, in and to the trademarks and trademark registrations listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(v) All of Odetics's right, title and interest, in all patentable inventions, and to file applications for patents under federal patent law or regulation of any

foreign country, and to request re-examination and/or re-issue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Odetics or in the name of Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Odetics's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Odetics or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(vii) All general intangibles relating to the foregoing; and

(viii) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Odetics, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Odetics, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Odetics.

2. Grant of Security Interest. Odetics hereby grants to Agent, for the ratable benefit of Banks and Issuing Bank, a first-priority security interest in, and conditionally assigns, but does not transfer title, to Agent for the ratable benefit of Banks and Issuing Bank, all of Odetics's right, title, and interest in and to the Collateral to secure the Obligations (as defined in the Loan Agreement).

3. Further Assurances.

(a) Odetics agrees that from time to time, at the expense of Odetics, Odetics will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, promptly make, execute, acknowledge and deliver, and file and record in the proper filing and recording

places, all instruments and documents, and take all further action, that may be necessary or desirable, or that Agent and Banks may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Odetics will: (i) at the request of Agent, mark conspicuously each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to Agent and Banks, indicating that such Collateral is subject to the security interest granted hereby; (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instrument or notices, as may be necessary or desirable, or as Agent may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby; (iii) at any reasonable time during normal business hours, upon demand by Agent, allow inspection of the Collateral by Agent or Banks, or persons designated by Agent or Banks, and (iv) appear in and defend any action or proceeding that may affect Odetics's title to or Agent's security interest in the Collateral.

(b) Odetics will furnish to Agent and Banks from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Agent or Banks may reasonably request.

4. Representations, Warranties and Covenants. Odetics hereby represents, warrants, and covenants that:

(a) a true and complete schedule setting forth all patent and patent applications owned or controlled by Odetics or licensed to Odetics, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) a true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Odetics or licensed to Odetics, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule B;

(c) each of the patents, trademarks, and trademark registrations is valid and enforceable, and Odetics is not presently aware of any past, present, or prospective claim by any third party that any of the patents or trademarks are invalid or unenforceable, or that the use of any of the patents or trademarks violates the rights of any third person, or of any basis for any such claims;

(d) Odetics is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, trademarks, and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Odetics not to sue third persons;



(e) Odetics has used and will continue to use proper statutory notice in connection with its use of each of the patents and trademarks;

(f) Odetics has used and will continue to use consistent standards of high quality in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the patents and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the patents and trademarks; and

(g) except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Odetics of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Odetics or for the perfection of or the exercise by Agent of its rights hereunder to the Collateral in the United States.

5. After-Acquired Patent or Trademark Rights.

(a) If Odetics shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Odetics shall give prompt notice in writing to Agent and Banks with respect to any such new patents, and shall immediately deliver to Agent and Banks an amended Schedule A. Odetics shall bear any expenses incurred in connection with any future patent applications.

(b) If Odetics shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Odetics shall give prompt notice in writing to Banks with respect to any such new trademarks or renewal or extension of any trademark registration, and shall immediately deliver to Agent and Banks an amended Schedule B. Odetics shall bear any expenses incurred in connection with future applications for trademark registration.

6. Indemnification. Odetics hereby agrees to indemnify and hold harmless Agent and Banks from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and attorneys' fees incurred pursuant to the Bankruptcy Code) of any kind whatsoever that may be imposed on, incurred by or asserted against Agent or Banks in connection with, or in any way arising out of, any such suits, proceedings or other action concerning, or the defense of, any such suits, proceedings or other actions, whether that claim is made by Odetics or any other person, and for any damages and lost profits that may be awarded as a consequence of any such suits, proceedings or other actions, in which, with respect to all of the above, an allegation of the liability, strict or otherwise, of Odetics is or may be made by any person who alleges or may allege having suffered damages as a consequence of alleged improper,

imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement, or improper use, howsoever arising or by whomsoever caused, or an inventions disclosed and claimed in the patents.

7. Litigation and Proceedings. Odetics shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Odetics shall provide to Agent and Banks any information with respect thereto requested by Agent or Banks. Agent shall provide at Odetics's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Odetics's becoming aware thereof, Odetics shall notify Agent and Banks of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Odetics's claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

8. Power of Attorney. Odetics irrevocably grants Agent power of attorney, coupled with an interest, having the full authority, and in the place of Odetics and in the name of Odetics, from time to time following an Event of Default in Agent's discretion, to take any action and to execute any instrument which Agent may deem necessary or advisable to accomplish the purposes of this agreement, including, without limitation, as may be subject to the provisions of this Agreement:

(a) to endorse Odetics's name on all applications, documents, papers, and instruments necessary for Agent to use or maintain the Collateral;

(b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Agent's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person; and

(d) to file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Agent or Agent's nominee.

9. Right to Inspect. Odetics grants to Agent and Banks and their employees and agents the right to visit Odetics's plants and facilities which manufacture, inspect, or store products sold under any of the patents or trademarks, and to inspect the

products and quality control records relating thereto at reasonable times during regular business.

10. Appraisals. Upon the request of Agent, Odetics shall deliver to Agent and Banks an appraisal, issued by an appraiser of Agent's choice, of the domestic and international patents, patent applications, trademarks and trademark registrations and applications for all of the above. Odetics shall disclose to the appraiser all information concerning such items as requested by the appraiser and all other information known to Odetics that would have an effect on the value of any such items.

11. Events of Default. Any of the following events shall be an Event of Default:

(a) an Event of Default as defined in the Loan Agreement;

(b) any representation or warranty made herein by Odetics or in any document furnished to Agent or Banks by Odetics under this Agreement is incorrect in any material respect when made or when reaffirmed; and

(c) Odetics fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof.

12. Specific Remedies. Upon the occurrence of any Event of Default, Agent shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other agreement or document entered into in connection herewith or therewith, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

(a) Agent may notify Odetics or other licensees of the Collateral to make royalty payments on such license agreements directly to Agent for the ratable benefit of Banks;

(b) Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Odetics shall file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Agent or Agent's nominee. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Odetics five (5) days prior to such disposition. Odetics shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Odetics shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least five (5) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) Agent or Banks (or either of them) may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

### 13. General Provisions.

13.1 Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Odetics and accepted and executed by Agent.

13.2 Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Agent's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that Agent may have under the Code or other applicable law. Agent shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

13.3 No Implied Waivers. No act, failure, or delay by Agent shall constitute a waiver of any of its rights and remedies. No single or partial waiver by Agent of any provision of this Agreement or the Loan Agreement, or of a breach or default hereunder or thereunder, or of any right or remedy which Agent may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Agent shall affect its rights to require strict performance of this Agreement.

13.4 Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be effective only to such extent, without invalidating the remainder of this Agreement.

13.5 Governing Law. This Agreement shall be deemed to have been made in the State of California and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

13.6 Survival of Representations and Warranties. All of Odetics's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Agent or its agents.

13.7 Fees and Expenses. Odetics shall pay to Agent on demand all costs and expenses that the Agent pays or incurs in connection with the negotiation,

preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent, (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Odetics under this Agreement that Odetics fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Agent or Banks arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by Odetics. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of past judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

13.8 Notices. Except as otherwise provided herein, all notices, demands and requests that Odetics or Agent or Banks are required or elect to give to the other shall be sent in accordance with Section 14.5 of the Loan Agreement.

13.9 Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Odetics without the prior written consent of Agent. The rights and benefits of Agent hereunder shall, if Agent so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

13.10 Modification. This Agreement is intended by Odetics and Agent to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Odetics and a duly authorized officer of Agent.

13.11 Counterparts. This Agreement may be executed in any number of counterparts, and by Agent and Odetics in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

13.12 Captions. The captions contained in this Agreement are for convenience only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

13.13 Termination By Agent. After termination of the Loan Agreement and when Banks have received payment and performance, in full, of all Obligations, Agent shall execute and deliver to Odetics a termination of all of the security interests granted by Odetics hereunder.

13.14 Judicial Reference.

(a) Other than (i) nonjudicial foreclosure and all matters in connection therewith regarding security interests in real or personal property; or (ii) the appointment of a receiver, or the exercise of other provisional remedies (any and all of which may be initiated pursuant to applicable law), each controversy, dispute or claim between the parties arising out of or relating to this Agreement, which controversy, dispute or claim is not settled in writing within thirty (30) days after the "Claim Date" (defined as the date on which a party subject to this Agreement gives written notice to all other parties that a controversy, dispute or claim exists), will be settled by a reference proceeding in California in accordance with the provisions of Section 638 *et seq.* of the California Code of Civil Procedure, or their successor section ("CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Agreement, including whether such controversy, dispute or claim is subject to the reference proceeding and except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court in the County where any real property collateral is located, or Los Angeles County, if none (the "Court"). The referee shall be a retired Judge of the Court selected by mutual agreement of the parties, and if they cannot so agree within forty-five (45) days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Court (or his or her representative). The referee shall be appointed to sit as a temporary judge, with all of the powers for a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court (or any subsequently enacted Rule). Each party shall have one peremptory challenge pursuant to CCP §170.6. The referee shall (i) be requested to set the matter for hearing within sixty (60) days after the Claim Date and (ii) try any and all issues of law or fact and report a statement of decision upon them, if possible, within ninety (90) days of the Claim Date. Any decision rendered by the referee will be final, binding and conclusive and judgment shall be entered pursuant to CCP §644 in any court in the State of California having jurisdiction. Any party may apply for a reference proceeding at any time after thirty (30) days following notice to any other party of the nature of the controversy, dispute or claim, by filing a petition for a hearing and/or trial. All discovery permitted by this Agreement shall be completed no later than fifteen (15) days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including, without limitation, legal objections raised to such discovery or unavailability of a witness due to

absence or illness. No party shall be entitled to "priority" in conducting discovery. Depositions may be taken by either party upon seven (7) days written notice, and request for production or inspection of documents shall be responded to within ten (10) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding upon the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary and/or provisional remedies, as appropriate.

(b) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter except that when any party so requests, a court reporter will be used at any hearing conducted before the referee. The party making such a request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.

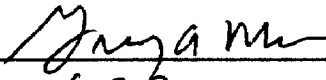
(c) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that will be binding upon the parties. The referee shall issue a single judgment at the close of the reference proceeding which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the referee. The parties hereto expressly reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(d) In the event that the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure herein described will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Court, in accordance with the California Arbitration Act, §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

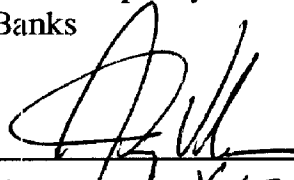
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

ODETICS, INC.,  
a Delaware corporation

By:   
Title: C.O.O.

IMPERIAL BANK,  
a California banking corporation, in its  
individual capacity and in its capacity as Agent  
for Banks

By:   
Title: VICE PRESIDENT



SCHEDULE A

**U.S. PATENTS**

Patent Description

Issue Date

Patent No.

None

SCHEDULE B

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**155 Grand Avenue**

**Suite 402**

**Oakland, CA 94612**

**a California Banking corporation**

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**PENDING TRADEMARKS**

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
GPSYNC	October 16, 1997	75-373,942
COMMSYNC	August 27, 1997	75-348,192
ROSWELL	July 1, 1997	75-317,813
CONTROLINK	February 28, 1997	75-249,563
MULTILINK	November 29, 1995	75-025,360