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RECORDATION

11-17-1998

TRADEMARK

Tab settings = = =

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100901152

Documents or copy thereof.

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

Mosler Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: October 9, 1998

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as agent

Internal Address: _____

Street Address: One Federal Street

City: Boston State: MA ZIP: 02110

- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

11/13/1998 SBURNS 00000147 230757

01 FC:481 40.00 DP
02 FC:482 1025.00 DP

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

42

7. Total fee (37 CFR 3.41).....\$ 1065.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

[Handwritten Signature]

Signature

10/29/98

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1813 FRAME: 0496

Continuation of Item 1

- 2) Mosler of Alabama, Inc.
an Alabama Corporation

Continuation
Item 4

Schedule II to Intellectual Property Security Agreement

Trademark Registrations and Applications

See attached.

MOSLER INC. STATE MARKS

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	STATE DOC. NO.
MOSLER Burglar Resistive Safe, Filing Equipment, Vault Doors, Vault Ventilators, Safety Deposit Boxes, Night Depositories and Remote Transaction	MOS 137 CLASS(ES): 25		48,316 OCT 19 70	California W26754
MOSLER Electrical apparatus, machines & supplies	MOS 97 CLASS(ES): 21		69-3959 DEC 31 69	Maryland W21072
MOSLER	MOS 95 CLASS(ES): 25		RSA 350-A DEC 12 79	New Hampshire W21075
MOSLER	MOS 94 CLASS(ES): 26		R-19252 DEC 16 79	New York W21074

Records printed: 4

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.	
5700 Locks, particularly locks for safety deposit boxes	MOS CLASS(ES): Old 25	230,757 APR 26 26	216,950 AUG 24 26	United States W20689	1
AIR GUARD fans, parts and accessories thereof and other goods belonging to this group	MOS 206 CLASS(ES): 9	44-114897 DEC 22 69	1027671 AUG 20 73	Japan W20952	
AMERICAN Vault doors	MOS 190 CLASS(ES): 6	421,059 APR 11 72	0,947,223 NOV 14 72	United States W21034	2
AMERICAN Security structures in the nature of safe depos- it boxes, bank cash vaults and depositories for storing and protecting cash and valuables	MOS CLASS(ES): 6	125,735 MAY 09 77	1,085,293 FEB 14 78	United States W21035	3
AMERICAN-CENTURY Vault doors	MOS CLASS(ES): 6	261,637 MAY 12 80	1,194,612 MAY 04 82	United States W21036	4
AMERICAN CENTURY Bank Vaults	MOS CLASS(ES): 25	I-02990/80 MAY 14 80	106-070-F FEB 06 84	Venezuela W21025	
CENTURY 21 Electrical alarm system and components for pro- tection of premises, vaults, night depositories, safes and other key areas in a bank or other	MOS CLASS(ES): 9	256,966 APR 07 80	1,163,567 AUG 04 81	United States W20688	5
CENTURY Safes	MOS 228 CLASS(ES): Old 25	680,811 FEB 09 54	595,921 SEP 28 54	United States W21038	6

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.	
CENTURY 22 Alarm control system comprising remote status display, control cabinet vault and safe sensors, hold-up alert monitors, smoke detectors, and	MOS 177 CLASS(ES): 9	454,190 NOV 23 83	1,422,566 DEC 30 86	United States W21039	7
COMSEC DESIGN Security communications system comprising remote terminal unit, central monitoring unit, point display panel, computer and printer	MOS CLASS(ES): 9	453,895 NOV 18 83	1,360,177 SEP 17 85	United States W21042	8
COUNTER SPY Locks for safes	MOS CLASS(ES): Old 25	648,772 MAY 15 53	585,331 FEB 02 54	United States W21043	9
DEFENDER Locks for safes and cash lockers said locks being made primarily of metal	MOS CLASS(ES): 6	357,545 MAR 31 82	1,239,176 MAY 24 83	United States W21044	10
DROPOSITORY Deposit-opening closures for safes, vaults, and the like	MOS CLASS(ES): Old 25	68,162 FEB 20 59	0,690,186 DEC 22 59	United States W21045	11
INVISICOM electronic communication controllers; security monitoring systems; parts relating to all the aforesaid goods	MOS 100 CLASS(ES): 9	1402184 NOV 03 89	1402184 OCT 08 93	United Kingdom W25285	3
INVISICOM Electronic Communication Controller Used In a Security Monitoring System For Transmitting Security Status and Alarm Information Over Data	MOS 69 CLASS(ES): 9	770,009 DEC 19 88	1,568,068 NOV 28 89	United States W24336	12
MACB 16: Instructional kits in bank security and anti-crime measures consisting of instructional manuals, etc.; 41: Conducting bank security	MOS CLASS(ES): 16, 41	260,513 MAY 02 80	1,186,688 JAN 19 82	United States W21046	13

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MAGNA Vault Doors: night depositories, etc.	MOS 73 CLASS(ES): 26	22141 MAY 18 72	20006 SEP 06 73	Philippines W20983
MOSLER Portable and built-in safes, etc.	MOS 117 CLASS(ES): 4	1775921	1635423 OCT 22 48	Argentina W20873
MOSLER Anchors, anvils, chains, etc.	MOS CLASS(ES): 10		1619109 APR 08 76	Argentina W20874
MOSLER Banking and financial systems and equipment, etc	MOS CLASS(ES): 4, 32, 9F, 22B, 23, 24	AM1248/69 MAY 21 69	64817 JUL 16 69	Austria W20890
MOSLER Alarms, Cameras, & Control Therefor, Detecting Apparatus, Cinematographic Apparatus and Tele- vision Apparatus	MOS 110 CLASS(ES): 9		B231414 AUG 06 69	Australia W20882
MOSLER Depositories for cash, checks, papers, etc.	MOS 46 CLASS(ES): 6		7734 FEB 26 83	Bahrain W20892
MOSLER Remotly installationa, vault doors, safes, ect. banking and financial institutional systems, ect	MOS CLASS(ES): 9, 18, 39	6934	6934 SEP 17 71	Bermuda W20896
MOSLER Portable and built-in place safes	MOS 141 CLASS(ES): 6, 20	039,214 JUL 07 80	C-38914 FEB 26 81	Bolivia W20897

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER unwrought and partly wrought common metals and their alloys etc., see file (class 9) furniture in general; mattresses pillows and	MOS 118 CLASS(ES): 9, 20		251677 DEC 20 50	Brazil W20903
MOSLER Banking systems, vault doors, safes, etc.	MOS CLASS(ES): 13		6802 JUL 16 71	Bahamas W20891
MOSLER cl-6 transportable or imbedded safes, see file cl-7 compressed air tube conveyors; see file cl-9 alarm devices and photographic apparatus	MOS 114 CLASS(ES): 6, 7, 9, 11, 12, 16, 20	14021 OCT 06 71	64951 OCT 06 71	Benelux W20894
MOSLER depositories for cash checks papers and valuables; money safes; combination safes; custom safes record safes; insulated files; drive in	MOS CLASS(ES): N/A	354201	199032 MAY 17 74	Canada W20905
MOSLER safes, safety cabinets, bank vaults, and safes bank vault and safe doors, gates for vaults and safes, safe deposit boxes, steel cabinets chests	MOS 249 CLASS(ES): N/A	171510	33/9199 AUG 16 37	Canada W20906
MOSLER Portable and built-in safes, vaults, safe doors, vault doors and gates, safety cabinets, and lock equipped chests and boxes for money and	MOS CLASS(ES): N/A		111901 OCT 17 58	Canada W20907
MOSLER vault doors, safety deposit boxes record safes locks key locks combination locks time control locks alarm systems and equipment and controls	MOS 71 CLASS(ES): 6, 7, 9, 11, 12, 20	2325 APR 25 69	241305 APR 25 69	Switzerland W21004
MOSLER Portable Safes & Armours, Security Cupboards, Treasurers, Safes, etc.	MOS 75 CLASS(ES): 6		344219 MAR 19 48	Chile W20914

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER modular multiplexed alarm monitoring apparatus with capability for displaying all alarm) conditions simultaneously utilizing telephone	MOS 181 CLASS(ES): 9 (Chinese 14)		158189 MAY 30 82	China W20916
MOSLER vault doors and night depositories safes security structures(safe deposit boxes) bank cash vaults and depositories for storing and	MOS 182 CLASS(ES): 6 (Chinese 21)		158190 MAY 30 82	China W20917
MOSLER high security protective doors, windows, wall partitions, work stations, counter systems and furniture for financial and banking applications	MOS 189 CLASS(ES): 19	93011447 FEB 24 93	756043 JUL 14 95	China W31469
MOSLER Automatic cash dispensers, currency handling systems, telephone or data transmission line security system, apparatus for transporting	MOS 188 CLASS(ES): 9	93011446 FEB 24 93	691550 MAY 28 94	China W31470
MOSLER In-room lock boxes, high security, fire resistant, insulated file cabinets for documents maps, and the like	MOS 183 CLASS(ES): 6	93011445 FEB 24 93	883590 OCT 14 96	China W31471
MOSLER Working stations, counters, counter systems, and furniture for financial and banking applications	MOS 212 CLASS(ES): 20	94008165 FEB 07 94	785399 OCT 21 95	China W32267
MOSLER design planning construction erection installation testing monitoring maintenance including cleaning and repair of security	MOS 239 CLASS(ES): 37	960011215 JAN 19 96	1073851 AUG 07 97	China W36554CN
MOSLER unwrought and partly wrought common metal and their alloys anchors, anvils bells rolled and cast building materials; rails adn other	MOS 48 CLASS(ES): 6		23689 MAR 22 48	Colombia W20918

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Safes, etc.	MOS 47 CLASS(ES): 6, 9	45499 JUN 28 72	45499 FEB 06 73	Costa Rica W20919
MOSLER	MOS 179 CLASS(ES):	212806 OCT 27 72	110964 JUL 07 77	Cuba W20922
MOSLER Safes, cash boxes, vault doors, record safes, money safes, etc.	MOS CLASS(ES): 6	2079 NOV 07 84	2079 NOV 07 84	Cyprus W20923
MOSLER safes, cash boxes; vault doors, record safes, money safes, merchandise vault doors, safe deposit boxes, cashiers lockers and night	MOS 205 CLASS(ES): 6		14028 FEB 14 72	Cyprus W20924
MOSLER Pneumatically Operating Conveyors, Hydraulic Lifts, Etc.	MOS CLASS(ES): 7, 11	30873/6WZ	893458 MAR 20 69	Germany W20932
MOSLER windows and doors namelym special ventilation windows of aluminum sliding steel doors; devices for treasury and archive chambers namely armored	MOS 229 CLASS(ES): 6, 7, 9, 11, 12, 16, 19, 20	M40401/6WZ MAY 06 75	1007618 NOV 09 80	Germany W20933
MOSLER Portable and built-in safes, safe doors, vault doors, etc.	MOS 207 CLASS(ES): 31		21428 FEB 12 73	Dominican Repu W20925
MOSLER Alarm systems, automated teller systems etc.	MOS 208 CLASS(ES): 6	443 APR 27 73	2740-93 SEP 02 74	Ecuador W20926

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER furniture, mirrors, picture frames, articles(not included in other classes) of wood, cork, reeds cane, wicker, horn, bone, ivory, walebone, shell	MOS 162 CLASS(ES): 20	736461 DEC 19 73	736461 SEP 03 76	Spain W20999
MOSLER Vault Doors, Record Safes, Money Safes, Etc.	MOS 161 CLASS(ES): 6	634487 JAN 12 71	634487 SEP 13 76	Spain W21000
MOSLER Electrical and electronic apparatus and instruments, etc.	MOS CLASS(ES): 9	736460 DEC 19 73	736460 MAY 25 76	Spain W21001
MOSLER safes money boxes safety cupboards and chests safety vaults armoured doors for banks furniture and boxes with lock for jewelry and other	MOS 41 CLASS(ES): 6,7,9,14,20	62534 AUG 30 68	1478774 AUG 21 78	France W20930
MOSLER Electronic apparatus for the retrieval of documents, and security apparatus and instruments, ect.	MOS CLASS(ES): 9	1094815 APR 28 78	B1094815 APR 28 78	United Kingdom W20937
MOSLER Vault doors, safety deposit boxes, safes, etc.	MOS CLASS(ES): 6,7,9,11,19,20	DEC 17 69	43175 DEC 17 69	Greece W20938
MOSLER alarm systems and equipment;safety camera systems, equipment and control therefor, and intrudor and fire detecting apparatuses and	MOS 98 CLASS(ES): 9	22183 JUN 22 70	22183 JUN 22 70	Guatemala W20940
MOSLER vault doors safety boxes safety boxes for documents locks including key locks combination and time control;safety boxes for money;fire and	MOS 98 CLASS(ES): 6	22184 JUN 22 70	22184 JUN 22 70	Guatemala W20941

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER drive-in windows walk-up windows bullet resistive doors and transaction wondows and insulated vault doors. electronic signal	MOS 210 CLASS(ES): 6, 7, 19		202 AUG 16 73	Guam W20939
MOSLER Vault doors, safety deposit boxes, record safes, locks, including key, combination and time control locks, money safes, night depositories,	MOS 154 CLASS(ES): 6	1229/70 OCT 16 70	1301/73 OCT 16 70	Hong Kong W20944
MOSLER Design, planning, construction, erection, installation, testing, monitoring, maintenance, including cleaing and repair of security	MOS 237 CLASS(ES): 37	9513734 OCT 30 95	10651 OCT 30 95	Hong Kong W36151
MOSLER Cajas de caudales de todas clases portatiles, empotradas de gabinetes	MOS CLASS(ES): 6	30478F446 JUL 22 80	30478 DEC 17 81	Honduras W20942
MOSLER Generadores y alarmas electronicas y sistemas para detectar robos	MOS 54 CLASS(ES): 9	30479 JUL 22 80	30479 DEC 17 81	Honduras W20943
MOSLER bank apparatus and their equipments. They are; doors safe deposit boxes steek fukung cabinets keys locks and timer iron safe alarm systems,	MOS 134 CLASS(ES): 6,9,11,20		278298 JAN 03 81	Indonesia W20945
MOSLER Safes, vaults, safe deposit boxes, cashiers lockers, night deposit boxes and parts thereof	MOS 143 CLASS(ES): 6	32022 MAY 06 70	32022 AUG 06 73	Israel W20949
MOSLER Portable safes and safes cemented in place, safety cabinets bank strong rooms and safes, doors for banks strong rooms and safes, gates	MOS 104 CLASS(ES): 6, 20	1438/60 MAR 05 60	157552 MAR 05 60	Italy W20950

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER vault doors, record safes, money safes; pneumatic tube chutes, merchandise vault doors; night depositories, fire & burglary resistant	MOS 180 CLASS(ES): 6		15945 AUG 27 71	Jamaica W20951
MOSLER Banking systems, vault doors, safes, etc.	MOS CLASS(ES): 6	10811	10808 JUN 16 70	Jordan W20963
MOSLER portable safes and a fixed safes safety cabinets bank strong room and safes doors and shutters thereof safe deposit box for rent and steel	MOS 151 CLASS(ES): 7		583296 MAR 07 62	Japan W20954
MOSLER Fire alarm system, burglar alarm system and all other goods belonging to this class	MOS 108 CLASS(ES): Japanese Class 9	50-31553 MAR 20 75	1451380 JAN 30 81	Japan W20955
MOSLER high security protective doors and windows.	MOS 233 CLASS(ES): 19 (33 Korean)	95-20428 MAY 24 95	343652 JUL 24 96	Korea (Republi W35542KR
MOSLER In-room lock boxes, high security fire resistant insulated file cabinets for document maps etc. high security protective wall partitions work	MOS 232 CLASS(ES): 6 (Korean 26)	95-20427 MAY 24 95	375529 SEP 24 97	Korea (Republi W35543KR
MOSLER automotive cash dispensers, currency handling systems, telephone and/or data transmission line security systems, apparatus for transporting	MOS 234 CLASS(ES): 9 (39 Korean)	95-20429 MAY 24 95	360372 APR 22 97	Korea (Republi W35544KR
MOSLER Depositories for cash, checks, safes, etc.	MOS 195 CLASS(ES): 6	15611 APR 30 83	14600 APR 10 85	Kuwait W20964

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Portable And Built-in safes, vaults, etc.	MOS-257 CLASS(ES): 6		43810 APR 06 83	Lebanon W20965
MOSLER all kinds of portable and wall safes safety cabinets bank vaults and safes bank vault and safe doors. gates for bank vaults and safes	MOS 30 CLASS(ES): 6 (Mexican 25)	35176 JUN 03 47	56,271 JUN 03 47	Mexico W20971
MOSLER Vault doors, safety deposit boxes, record safes, locks, including keys, combination and time control locks, money safes, night depositories,	MOS 142 CLASS(ES): 6	M/53855	M/53855 JAN 23 70	Malaysia W20969
MOSLER Office appliances and articles; card filing cabi	MOS 111 CLASS(ES): 16	91171 AUG 20 69	B91171 AUG 20 69	New Zealand W20972
MOSLER portable and built in place safes, safety cabinets abd bank vaukts, and safes, etc.	MOS 31 CLASS(ES): 26	965 SEP 08 48	R-1055 APR 28 72	Philippines W20984
MOSLER portable and built-in safes and vaultsm safe doors, vault doors and gates, safety cabinets, locked chests and boxes, depositories and the	MOS 223 CLASS(ES): 25		25277 JUL 12 84	Puerto Rico W20987
MOSLER Safes, Vaults, Doors, Cabinets, Locks	MOS 74 CLASS(ES): 6	166215 DEC 22 70	166215 FEB 13 74	Portugal W20986
MOSLER Portable and built-in place safes, safety cabinets, bank vaults and safes, bank vault and safe doors, gates for vaults and safes, safe	MOS 132 CLASS(ES): 6	6371 AUG 21 80	96076 MAR 02 81	Paraguay W20980

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Electronic signal, generators for intrusion detection apparatus and systems	MOS 133 CLASS(ES): 9	6372 AUG 21 80	91/145511 MAR 02 81	Paraguay W20981
MOSLER Banking and financial institutional systems, vault doors, record safes, money safes, alarms and cameras and control therefor, detecting	MOS CLASS(ES): N/A		956/BRK SEP 20 71	Rwanda W20991
MOSLER Portable and built-in place safes; safety cabinets; bank vaults and safes bank vault and safe doors, gates for vaults and safes, safe	MOS 225 CLASS(ES): 6	5677 JUN 02 70	39/93 JUN 22 71	Saudi Arabia W20992
MOSLER electronic security systems	26 MOS CLASS(ES):	179/24	179/24	Saudi Arabia W39582SA
MOSLER Vault doors, safety deposit boxes, record safes	MOS 127 CLASS(ES): 6	S/48274 JAN 23 70	48274 JAN 23 70	Singapore W20993
MOSLER Vault doors, record safes, moneysafes, safe deposit boxes, night depositories, teller instal- lations, fire & burglary resistant doors & con-	MOS 144 CLASS(ES): 6,7,9,20	7153 MAY 11 71	7153 MAY 11 71	Surinam W21002
MOSLER record safes, money safes, mini vaults, book vault doors, grills and gates; safe deposit boxes, bullet resistant windows, night deposit	MOS 44 CLASS(ES): 6 (El Salvador 127a)	DEC 21 71	20729/76 AUG 22 72	El Salvador W22989
MOSLER banking and financial organizations means, armoured(offers chambers doors coffers of iron records and files iron money coffers warning	MOS CLASS(ES): 6, 9, 16		8733 JUN 30 85	Syrian Arab Re W21005

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER portable and built in place safes, safety cabinets, gates for vaults and safes, safe deposit boxes, steel cabinets for safety deposit	MOS 253 CLASS(ES): N/A		101294 DEC 19 77	Turkey W21016
MOSLER Alarms and cameras and controls therefor, etc.	MOS CLASS(ES): 8	6934 JUL 20 71	B6934 JUL 20 71	Trinidad and T W21012
MOSLER Vault doors, record safes, money safes, etc.	MOS CLASS(ES): 13	6935 JUL 20 71	B6935 JUL 20 71	Trinidad and T W21013
MOSLER Walk-up and drive-up teller installations, hydraulic lifts, etc	MOS CLASS(ES): 18	6936 JUL 20 71	B6936 JUL 20 71	Trinidad and T W21014
MOSLER Bank and office furniture	MOS CLASS(ES): 41	6937 JUL 20 71	B6937 JUL 20 71	Trinidad and T W21015
MOSLER Drive-in windows, walk-up windows, bullet resistive doors and transaction windows, and insulated vault doors - 19; Electronic signal	MOS 197 CLASS(ES): 19, 7, 6	72/416,129 FEB 22 72	0,954,842 MAR 13 73	United States W21048
MOSLER Portable and built in place safes, safety cabinets, bank vaults and safes, bank vault and safe doors, gates for vaults and safes,	MOS CLASS(ES): Old 25	391,029 APR 07 37	352,592 DEC 07 37	United States W21049
MOSLER to distinguish:portable and enclosed safety boxes safety cabinets bank vaults and safety boxesvault and safety box doors; safety boxes	MOS CLASS(ES): 25		61359 NOV 09 70	Venezuela W21018

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Office supplies, paper, blank books	MOS CLASS(ES): 37		37533C SEP 23 59	Venezuela W21019
MOSLER Typewriters and calculating machines and accessories	MOS 85 CLASS(ES): 23		37534C SEP 23 59	Venezuela W21020
MOSLER Electrical machines and instruments, especially electrical alarms	MOS CLASS(ES): 21		37537C SEP 23 59	Venezuela W21021
MOSLER Rolled and cast building materials, doors, vault doors, tire and burglar resistant doors, ect.	MOS CLASS(ES): 6	69/4177 SEP 02 69	B69/4177 OCT 01 70	South Africa W20995
MOSLER Scientific and electrical apparatus, photographic, cinematographic, optical, ect. apparatus ect.	MOS CLASS(ES): 9	69/4178 SEP 02 69	B69/4178 OCT 01 70	South Africa W20996
MOSLER Office appliances and equipment, filing cabinets	MOS CLASS(ES): 16	B69/4179 SEP 02 69	B69/4179 OCT 01 70	South Africa W20997
MOSLER & Key Design portable and built in safes vaults safe doors vault doors and gates safety cabinets locked chests and boxes depositories and other articles	MOS 75 CLASS(ES): 6		347348 JUL 23 79	Chile W20915
MOSLER AUTOBANKER Vehicle drive-up remote banking transaction terminal apparatus	MOS 170 CLASS(ES): 9	74/248,410 FEB 21 92	1,729,072 NOV 03 92	United States W29412

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MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Design Portable and built-in safes and vaults, safe doors, vault doors and gates, safety cabinets, and lock-equipped chests and boxes for money and	MOS CLASS(ES): Old 25	643,849 MAR 18 53	588,237 APR 13 54	United States W21050
MOSLER In Chinese Charater Equivalent drive-in and wlk-up automated teller installations and the following:1. card access security systems, which include a door or gate;	MOS 259 CLASS(ES): 9	9812404 SEP 18 98		Hong Kong W36152A
MOSLER KEY design vaults being fixed metal structures;safes and safety deposit boxes, cashiers' lockers night deposit safes fireproof and burglar resistant	MOS 105 CLASS(ES): 6	939,727 MAR 14 69	B939,727 MAR 14 69	United Kingdom W20936
MOSLER PHOTOGUARD Photographic, cinematographic optical	MOS 107 CLASS(ES): 9	229201	B229201 MAY 27 69	Australia W20884
MOSLER in Chinese Characters Design, planning, construction, erection, installation, testing, monitoring, maintenance, including and repair of security equipment and	MOS 236 CLASS(ES): IC 37	13732/95 OCT 30 95	B09163 SEP 08 98	Hong Kong W36150
MOSLER in Chinese Characters Vault doors, safety deposit boxes, record safes, lockes, including key, combination, and time control locks, money safes, night depositories,	MOS 238 CLASS(ES): 6	95/13733 OCT 30 95		Hong Kong W36152
Mosler Locksmiths' work, safes, cash boxes, and parts thereof, portable and built-in safes, vaults, safe doors, etc.	MOS 140 CLASS(ES): 6	303887 JAN 20 77	B303887 JAN 20 77	Australia W20883
Mosler Alarms and cameras and controls thereof, remote television installations	MOS 116 CLASS(ES): 9	46530 OCT 19 70	46530 JUL 11 71	Egypt W20927

M

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
Mosler walk up and drive up teller installation and insulated filing cabinets and containers.	MOS 116 CLASS(ES): 6	46529 OCT 19 70	46529 OCT 17 72	Egypt W20928
PHOTOGUARD Cameras, photo security systems and controls, etc.	MOS CLASS(ES):	326593	171064 SEP 04 70	Canada W20908
PHOTOGUARD Automatic cameras and associated control devices	MOS CLASS(ES): 9	M31202/9WZ JUN 03 69	878059 JUN 03 69	Germany W20934
PHOTOGUARD Electrical, photographic, cinematographic, optical apparatus, signalling, checking, life saving apparatus and instruments, security and	MOS 78 CLASS(ES): 9	88056 OCT 15 69	1109260 OCT 08 79	France W20931
PHOTOGUARD Optical apparatuses & instruments, photographic apparatuses & instruments, motion picture appar- atuses & instruments and photographic materials	MOS 106 CLASS(ES): 10	SHO4574063 JUL 17 70	1443414 NOV 28 80	Japan W21126
PHOTOGUARD Cameras	MOS CLASS(ES): Old 26	50,718 APR 30 58	0,681,129 JUN 30 59	United States W21051
PHOTOGUARD in respect of cameras, cinematographic apparatus television apparatus and equipment electronic and photograph installations for preventing	MOS 72 CLASS(ES): 9	69/2387 MAY 26 69	69/2387 MAY 26 69	South Africa W20998
PROGUARD Series of Security Alarm Systems Comprising Mon- itors for Doors, Windows, Smoke Detectors, Safes, Area Sensors; Critical Equipment, Namely,	MOS 89 CLASS(ES): 9	73/828,195 SEP 28 89	1,603,520 JUN 26 90	United States W25108

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MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
PROTECTALL Safes and money chests	MOS CLASS(ES): 25	7,821 MAY 07 56	0,647,438 JUN 25 57	United States W21053
SUPERLOY Hardened concrete composition for use in security structures	MOS CLASS(ES): 19	M42742/19W	964460 FEB 11 77	Germany W20935
SUPERLOY Hardened concrete composition for use in security structures	MOS 157 CLASS(ES): 7	SH05212982 MAR 02 77	1469127 JUL 31 81	Japan W20960
SUPERLOY all kinds of construction and building materials	MOS 125 CLASS(ES): 12	15575 OCT 14 86	330873 AUG 14 87	Mexico W21125
SUPERLOY Hardened concrete composition for use in security structures	MOS CLASS(ES): 50	1031/77 FEB 21 77	94301F MAY 05 80	Venezuela W21024
TAPEGUARD Safes	MOS CLASS(ES): Old 25	203,418 OCT 06 64	0,783,411 JAN 12 65	United States W21057
TELLERETTE Deposit receiver drawer assembly for drive-in windows for banks	MOS CLASS(ES): 9	30,925 SEP 03 74	1,017,353 AUG 05 75	United States W21059
TRANS VISTA remote transaction banking systems namely, electric pushbutton switch controlled pneumatically operated carrier for transporting	MOS 66 CLASS(ES): 21		20820 AUG 16 78	Puerto Rico W20989

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MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
TRANS-VISTA Remote transaction banking system-namely, elec- tric pushbutton switch controlled pneumatically operated carrier for transporting a container	MOS CLASS(ES): 9	370,414 JUN 18 82	1,240,135 MAY 31 83	United States W21064
TRUK-LOKR Locking Receptacles For Receiving And Securing Cash And Other Collections	MOS 130 CLASS(ES): 6	348,311 JAN 12 70	901,191 OCT 20 70	United States W21063
VISTRA Direct vision drive-up windows for remote trans- action apparatus for use in banks	MOS CLASS(ES): 9	126,661 MAY 16 77	1,097,281 JUL 25 78	United States W21067

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Records printed: 131

TELLERVUE II -- application in preparation

LEFEBURE CORPORATION

Trademark Report by Mark

Printed 08/04/1998

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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COMMERCIAL MANAGER

AUSTRALIA	JAO 16510(AU)					PROPOSED	
BRAZIL	JAO 16510(BR)1	05/04/1998	820720712			PENDING	
CANADA	JAO 16510(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16510(MX)					PROPOSED	
UNITED STATES	JAO 16510	11/04/1997	75/384,330			PENDING	09

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COMMERCIAL MANAGER (CLASS 16.20)

BRAZIL	JAO 16510(BR)2	05/04/1998	820720704			PENDING	
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FCS

AUSTRALIA	JAO 16490(AU)					PROPOSED	
BRAZIL	JAO 16490(BR)					PROPOSED	
CANADA	JAO 16490(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16490(MX)					PROPOSED	
UNITED STATES	JAO 16490	09/19/1997	75/360,245			PENDING	09

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FINANCIAL CHANGE STATION

AUSTRALIA	JAO 16491(AU)					PROPOSED	
BRAZIL	JAO 16491(BR)					PROPOSED	
CANADA	JAO 16491(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16491(MX)					PROPOSED	
UNITED STATES	JAO 16491	09/19/1997	75/359,730			PENDING	09

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FINANCIAL RECEIVING STATION

AUSTRALIA	JAO 16492(AU)					PROPOSED	
BRAZIL	JAO 16492(BR)					PROPOSED	
CANADA	JAO 16492(CA)	03/24/1998	N/A			PENDING	
MEXICO	JAO 16492(MX)					PROPOSED	
UNITED STATES	JAO 16492	09/19/1997	75/359,732			PENDING	09

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FRS

AUSTRALIA	JAO 16583(AU)					PROPOSED	
BRAZIL	JAO 16583(BR)					PROPOSED	
CANADA	JAO 16583(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16583(MX)					PROPOSED	

SECUREWAY & DESIGN

UNITED STATES	JAO 16531	02/03/1998	75/428,100			PENDING	09
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END OF REPORT

TOTAL ITEMS SELECTED = 26

TRADEMARK
REEL: 1813 FRAME: 0517

Client's Agency Details

Client Name Reference Proprietor

Client Code Case Code Division Code

Term Renewal Date Your Reference

Country Type Trademark No.

Do la Rue Sys.Americas / Le Febure
TEL-AIR :6
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
TEH-DEX :16
LEFEBURE CORPORATION

LeFebure/Simmons P. Ellwood Marr
965969
JOHN S SCHRODER ET AL

Do la Rue Sys.Americas / Le Febure
INSIDER :7
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
LEFCOM :42
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
LEFCOM :42
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
LEFCOM :9
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
LEFCOM :9
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
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LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
LEFEBURE :16
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
LEFEBURE :20
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
MONOLITHIGUARO :6
LEFEBURE CORPORATION

Do la Rue Sys.Americas / Le Febure
TEL-AIR
LEFEBURE CORPORATION

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09 AUG 2000

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22 APR 2007

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22 APR 2007

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03 JUL 2002

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19 APR 2000

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01 MAR 2000

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16 DEC 1999

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16 NOV 2003

U.S.A. Large Entity
31 MAR 1998
5732078
05 JUN 2016

U.S.A. Trademark
1280274

U.S.A. Affidavit
2054969

U.S.A. Trademark
2064009

U.S.A. Affidavit
2054964

U.S.A. Trademark
2054964

U.S.A. Trademark
733952

U.S.A. Trademark
696444

U.S.A. Trademark
693050

U.S.A. Trademark
882476

Canada Trademark
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TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of October 9, 1998, by and among MOSLER INC., a Delaware corporation having an office at the address set forth on the signature page hereto (the "Borrower"), MOSLER OF ALABAMA, INC., an Alabama corporation having an office at the address set forth on the signature page hereto (Mosler-Alabama), and the Additional Grantors (as defined in Section 13(c) hereof) (the Additional Grantors, together with the Borrower and Mosler-Alabama, the "Grantors") and Fleet National Bank ("Fleet"), as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

PRELIMINARY STATEMENTS:

(1) The Borrower has entered into a Credit Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Credit Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the banks, financial institutions and other institutional lenders party thereto (the "Lenders") and Fleet National Bank, as the Swing Line Bank, as the Issuing Bank and as the Administrative Agent.

(2) It is a condition precedent to the making of Advances by the Lenders, the issuance of Letters of Credit by the Issuing Bank under the Credit Agreement and the Hedge Banks entering into the Bank Hedge Agreements with the Borrower from time to time that the Borrower shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to make Advances under the Credit Agreement, the Issuing Bank to issue Letters of Credit under the Credit Agreement, and the Hedge Banks to enter into Bank Hedge Agreements with the Borrower from time to time, each of the Grantors hereby agrees with the Administrative Agent for its benefit and the ratable benefit of the Secured Parties as follows:

SECTION 1. Grant of Security. Each of the Grantors hereby grants and pledges to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent for its benefit and the ratable benefit of the Secured Parties a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral").

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each

patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all copyrights, whether statutory or common law, and whether or not the underlying works of authorship have been published, and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each copyright registration and copyright application identified in Schedule III attached hereto and made a part hereof, and including, without limitation, (i) the right to reproduce, prepare derivative works, distribute copies, perform or display any of the foregoing, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

(d) all license agreements with any other Person in connection with any of the Patents, Trademarks or Copyrights, or such other Person's patents, trade names, trademarks,

service marks, copyrights or works of authorship, or other intellectual property, whether such Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule IV attached hereto and made a part hereof, and subject, in each case, to the terms of such license agreement, the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses"); and

(e) all proceeds of any of the foregoing Patents, Trademarks, Copyrights and Licenses, including, without limitation, any claims by such Grantor against third parties for infringement of the Patents, Trademarks, Copyrights or Licenses.

provided, that the foregoing grant of a security interest with respect to Licenses shall not include a security interest in, and the Intellectual Property Collateral shall not include, any License with or issued by Persons other than a Subsidiary of the Grantors that would otherwise be included in the Collateral to the extent that the grant by such Grantor of such security interest is prohibited by the terms and provisions of the written agreement or document or instrument creating or evidencing such License, or gives the other party thereto the right to terminate such License in the event of the grant of a security interest with respect thereto.

SECTION 2. Security for Obligations. This Agreement secures the payment of all Obligations of each Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Administrative Agent of any of the rights or remedies hereunder shall not release any Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) neither the Administrative Agent nor any Secured Party shall have any obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Administrative Agent or any Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties. The Grantors jointly and severally represent and warrant as follows:

(a) As of the date hereof, each Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by such Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or

permitted under the Loan Documents (including, without limitation, any Liens disclosed on Schedule 6.1(j) to the Credit Agreement). Except as set forth in Schedule V hereto, no effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing any Grantor or any of its Subsidiaries or any trade name of any Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office), except such as may have been filed in favor of the Administrative Agent relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by each Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by each Grantor. Set forth in Schedule III is a complete and accurate list of all copyright registrations and copyright applications owned by each Grantor. Set forth in Schedule IV is a complete and accurate list of all Licenses in which each Grantor is (i) a licensor with respect to any of the Patents, Trademarks, or Copyrights or (ii) a licensee of any other Person's patents, trade names, trademarks, service marks, copyrights or works of authorship. Such Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, copyright registrations and copyright applications and Licenses set forth in Schedules I, II, III and IV hereto.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of each Grantor identified in Schedule IV is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and is valid and enforceable. No Grantor is aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral.

(d) No Grantor has made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. No Grantor has granted any license (other than those listed on Schedule IV hereto), release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral which would have a Material Adverse Effect.

(e) Each Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark and copyright contained in Schedule I, II or III.

(f) This Agreement creates in favor of the Administrative Agent, on behalf of itself and the Lender Parties, a valid and perfected first priority security interest in the Intellectual Property Collateral of each Grantor, securing the payment of the Secured Obligations that are enforceable in favor of the Administrative Agent, for the benefit of the Secured Parties, except as enforceability may be affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and general equitable principles (whether considered in a proceeding in equity or at law) and applied covenant of good faith and fair dealing.

(g) Subject to the exceptions set forth in Section 4.4 of the Credit Agreement and the corresponding Schedule thereto, no consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by any Grantor of the security interest granted hereby, for the pledge by any Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, and in the U.S. Copyright Office against each copyright registration, and copyright application of each Grantor set forth in Schedule I, II or III hereto, or (iii) for the exercise by the Administrative Agent of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) There are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) No claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by any Grantor of any Intellectual Property Collateral does or may violate the rights of any Person which would have a Material Adverse Effect. To the best of each Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property Collateral which would have a Material Adverse Effect.

(j) Each Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all reasonably necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances. (a) Each of the Grantors jointly and severally agrees that from time to time, at the expense of the Borrower, such Grantor shall promptly execute

and deliver all further instruments and documents, and take all further action, that the Administrative Agent believes may be reasonably necessary or reasonably desirable, or that the Administrative Agent may reasonably request, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, each Grantor will, upon the reasonable request of the Administrative Agent, with respect to the Intellectual Property Collateral owned by such Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Administrative Agent may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes the Administrative Agent to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Administrative Agent from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Administrative Agent may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any Patent, Trademark, Copyright or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, Patent, Trademark, Copyright or License will automatically become part of the Intellectual Property Collateral. Each Grantor further agrees that it shall deliver to the Administrative Agent a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on December 31, 1998, and thereafter on June 30 and December 31 of each succeeding year), setting forth each new Patent, Trademark, Copyright or License that such Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. Such Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedules I, II, III and IV hereto (and shall cooperate with the Administrative Agent in effecting any such amendment) to include any Patent, Trademark, Copyright or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration and copyright application set forth in Schedule I, II or III hereto, each Grantor agrees to take all necessary or desirable steps, including, without limitation, in the United States Patent and Trademark Office and the United States Copyright Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and copyright registration, and (ii) pursue each such patent application, trademark or

service mark application and copyright application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings, except, in each case in which such Grantor has reasonably determined that any of the foregoing is not of material economic value. Each Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application to which it is now or later becomes entitled except, in each case in which such Grantor has reasonably determined that any of the foregoing is not of material economic value. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, copyright registration, or copyright application now or hereafter included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of such Grantor's business, in which case, such Grantor shall give written notice of any such abandonment or discontinuance to the Administrative Agent pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) Each Grantor agrees to notify the Administrative Agent promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public, or (ii) of the institution and any adverse determination of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral.

(g) In the event that a Grantor makes a determination in its reasonable business judgment that any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify the Administrative Agent and will take such actions as such Grantor or the Administrative Agent deems reasonably appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(h) Each Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks, and copyrights contained in Schedule I, II or III.

(i) Each Grantor shall take all steps permitted by law which it or the Administrative Agent deems reasonably appropriate under the circumstances to preserve and protect

its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all material products or services used or provided in connection with any of its Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of its Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens. Each of the Grantors agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of (except as provided in Section 5(e)) or grant any option with respect to, any of the Intellectual Property Collateral except with respect to licenses in the ordinary course of business or as permitted by this Agreement or the Loan Documents, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement and Permitted Liens.

SECTION 7. Administrative Agent Appointed Attorney-in-Fact. Each of the Grantors hereby irrevocably appoints the Administrative Agent such Grantor's attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to such Grantor to take any action and to execute any instrument that the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Administrative Agent may deem necessary or desirable to enforce the rights of the Administrative Agent with respect to any of the Intellectual Property Collateral.

SECTION 8. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, the Administrative Agent may itself, upon fifteen (15) days' notice to such Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Administrative Agent incurred in connection therewith shall be borne by such Grantor.

SECTION 9. The Administrative Agent's Duties. The powers conferred on the Administrative Agent hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Administrative Agent shall have no duty as to any Intellectual

Property Collateral, whether or not the Administrative Agent or any other Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Administrative Agent shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Administrative Agent accords its own property.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Administrative Agent may exercise in respect of the Intellectual Property Collateral, in addition to other rights and remedies provided for herein or in any other Loan Document or otherwise available to it, all the rights and remedies of a secured party upon default under the New York Uniform Commercial Code in effect in the State of New York at such time (the "N.Y. Uniform Commercial Code") (whether or not the N.Y. Uniform Commercial Code applies to the affected Intellectual Property Collateral) and also may (i) require any and all of the Grantors to, and each Grantor hereby agrees that it will at its expense and upon request of the Administrative Agent forthwith, assemble all or part of the documents and things embodying any part of the Intellectual Property Collateral as directed by the Administrative Agent and make them available to the Administrative Agent at a place and time to be designated by the Administrative Agent; (ii) without notice except as specified below and as required by law, sell the Intellectual Property Collateral or any part thereof in one or more parcels at public or private sale, at any of the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable; and (iii) occupy any premises owned or leased by any Grantor where documents and things embodying the Intellectual Property Collateral or any part thereof are assembled or located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to such Grantor in respect of such occupation. In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and such Grantor will supply to the Administrative Agent or its designee such Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, such Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made will constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Intellectual Property Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice except as required by law, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Administrative Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Intellectual Property Collateral may, in the discretion of the Administrative Agent, be held by the Administrative Agent as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to the Administrative Agent pursuant to Section 11(b)), in whole or in part, by the Administrative Agent, for the ratable benefit of the Secured Parties against all or any part of the Secured Obligations in such order as the Credit Agreement may require. Any surplus of such cash or cash proceeds held by the Administrative Agent and remaining after payment in full of all of the Secured Obligations shall be paid over to the applicable Grantors or to whomever may be lawfully entitled to receive such surplus.

(c) The Administrative Agent may exercise any and all rights and remedies of any of the Grantors in respect of the Intellectual Property Collateral.

(d) All payments received by any Grantor in respect of the Intellectual Property Collateral shall be received in trust for the benefit of the Administrative Agent, shall be segregated from other funds of such Grantor and shall be forthwith paid over to the Administrative Agent in the same form as so received (with any necessary or desirable endorsement or assignment).

SECTION 11. Indemnity and Expenses. (a) Each of the Grantors hereby jointly or severally agrees to indemnify the Administrative Agent from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Administrative Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Borrower will, upon demand, pay to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Administrative Agent or the Lender Parties hereunder or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 12. Security Interest Absolute. The obligations of each Grantor under this Agreement are independent of the Secured Obligations of any other Grantor and a separate action or actions may be brought and prosecuted against any or all Grantors to enforce this Agreement, irrespective of whether any action is brought against the Borrower or whether the Borrower is joined in any such action or actions. All rights of the Administrative Agent and the pledge and security interest created hereunder, and all obligations of each Grantor hereunder, shall be absolute and unconditional, irrespective of:

(a) any lack of validity or enforceability of any Loan Document or any other agreement, instrument or document relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations or any other amendment, restatement or other modification or waiver of or any consent to any departure from any Loan Document, including, without limitation, any increase in the Secured Obligations resulting from the extension of additional credit to the Borrower or any Guarantor or any of their Subsidiaries or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment, restatement, other modification or waiver of or consent to any departure from any guaranty, for all or any of the Secured Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Secured Obligations, or any manner of sale or other disposition of any collateral for all or any of the Secured Obligations or any other assets of the Borrower, any Guarantor or any of their Subsidiaries in accordance with the Loan Documents;

(e) any change, restructuring or termination of the corporate structure or existence of the Borrower or any Guarantor or any of their Subsidiaries; or

(f) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor or a third party grantor of a security interest.

SECTION 13. Amendments; Waivers; Supplements; Etc. (a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by any Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Administrative Agent to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(c) Upon the execution and delivery by any Person of an intellectual property security agreement supplement, in each case in substantially the form of Exhibit A hereto (each an "Intellectual Property Security Agreement Supplement"), (i) such Person shall be referred to as an "Additional Grantor" and shall be and become a Grantor, and each reference in this Agreement to "Grantor" shall also mean and be a reference to such Additional Grantor and each reference in any other Loan Document to a "Grantor" or a "Loan Party" shall also mean and be a reference to such Additional Grantor, and (ii) the annexes attached to each Intellectual Property Security Agreement Supplement shall be incorporated into and become a part of and supplement Schedules I, II, III and

IV, as appropriate, hereto and the Administrative Agent may attach such annexes as supplements to such Schedules, and each reference to such Schedules shall mean and be a reference to such Schedules, as so supplemented.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication) and mailed, telegraphed, telecopied, telexed or delivered, if to any Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to any Additional Grantor, addressed to it at the address set forth below its name on the signature page to the Intellectual Property Security Agreement Supplement executed and delivered by such Additional Grantor; if to the Administrative Agent, addressed to it at its address set forth in Section 11.2 of the Credit Agreement; or, as to each other party, at such other address as shall be designated by such party in a written notice to the Grantors and the Administrative Agent. All such notices and communications shall, when mailed by certified mail, return receipt requested, telegraphed, telecopied or telexed, be effective three (3) days after mailing, upon delivery to the telegraph company, upon transmission by telecopier or upon confirmation by telex answerback, respectively, addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 15. Continuing Security Interest, Assignments. This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, (b) be binding upon each Grantor, its successors and assigns and (c) inure, together with the rights and remedies of the Administrative Agent hereunder, to the benefit of the Lender Parties and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may assign or otherwise transfer all or any portion of its rights and obligations under, but subject to the terms of the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise, in each case as provided in Section 11.7 of the Credit Agreement.

SECTION 16. Release and Termination. (a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Administrative Agent will, at the Grantors' expense, execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) such Grantor shall have delivered to the Administrative Agent, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the

item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Administrative Agent and a certification by such Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Administrative Agent may request (iii) the proceeds of any such sale, lease, transfer or other disposition required to be applied in accordance with Section 2.6 or any other provision of the Credit Agreement shall be paid to, or in accordance with the instructions of, the Administrative Agent at the closing for application by the Administrative Agent as required by the terms of the Credit Agreement and, if not so required to be applied, for application in such manner as the Administrative Agent may determine and (iv) the Administrative Agent shall have approved (such approval not to be unreasonably withheld) such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the expiration, termination or cancellation of all of the Letters of Credit and (iii) the date of termination in whole of all Commitments under the Credit Agreement, the pledge and security interest granted by each of the Grantors hereby shall terminate and all rights to the Intellectual Property Collateral shall without further act revert to the appropriate Grantor. Upon any such termination, the Administrative Agent will, upon receipt of a written request and at the Grantors' expense, execute and deliver to the appropriate Grantor such documents as such Grantor shall reasonably request to evidence such termination.

SECTION 17. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18. Governing Law; Terms. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MOSLER INC.

By: 

Title: PRESIDENT-CEO

Address: 8509 Berk Boulevard
 Hamilton, Ohio 45015-2213

MOSLER OF ALABAMA, INC.


By: 

Title: PRESIDENT

Address: 8509 Berk Boulevard
 Hamilton, Ohio 45015-2213

ACCEPTED:

FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT

By: 

Title: MANAGING DIRECTOR

STATE OF NEW YORK

)

) ss:

COUNTY OF NEW YORK

)

On the 9th day of October in the year 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared Michel Rapoport personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the entities upon behalf of which he acted, executed the instrument.

Iliana Lopez
Notary Public

ILIANA LOPEZ
Notary Public, State of New York
No. 24-4996252
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 11, 2000

Schedule I to Intellectual Property Security Agreement

Patents and Patent Applications

See attached.

MOSLER INC. PATENT PROPERTY

INVENTOR TITLE	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	COUNTRY DOC. NO.
Bayer, Robert S. Phase Shift Demodulator	PD-1299 MOS 07	503,036 JUN 10 83	4,547,738 OCT 15 85	United States W15534
Benjamin, Fred W. Captive Carrier For A Transport Tube System	MOS 200	08/069,875 MAY 28 93	5,368,417 NOV 29 94	United States W32125
Gels, James R. Currency Removal Sensor System	MOS 203A	08/437,513 MAY 09 95	5,512,877 APR 30 96	United States W3324001
Heyl, Leo W. Depository	PD-1322 MOS 03	808,604 DEC 13 85	4,665,839 MAY 19 87	United States W20285
Koenig, Donald E. Multi-Layer Panels For Modular Vault Structure	MOS 176	07/899,749 JUN 17 92	5,257,583 NOV 02 93	United States W29878
Koenig, Donald E. Multi-Layer Panels For Modular Vault Structure	MOS 209	08/024,939 MAR 02 93	5,469,796 NOV 28 95	United States W31403
Oder, Charles D. After Hour Depository Door Securement Mechanism	MOS 129	07/808,183 DEC 13 91	5,284,101 FEB 08 94	United States W28701
Oder, Charles D. Improved Modular Safety Deposit Box System P.D. 1264	MOS		14868-PH	Philippines W11441

MOSLER INC. PATENT PROPERTY

INVENTOR TITLE	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	COUNTRY DOC. NO.
Oder, Charles D. Vault Door	MOS 128	07/816,133 DEC 31 91	5,231,935 AUG 03 93	United States W28956
Parrock, Joseph J. Changeable Keylock Having Tumblers With Shif- table Pivot Seats	PD-1300 MOS	449,378 DEC 13 82	4,516,417 MAY 14 85	United States W15208
Parrock, Joseph J. Sr. Direct Dial Combination Lock with Driver-Cammed Tumblers and Scrambled Combs	PD 1271 MOS	14,351 FEB 23 79	4,238,942 DEC 16 80	United States W12416
Parrock, Joseph J. Keylock With Resettable, Bendable, Lever Tumbler	MOS 06	459,657 JAN 21 83	4,526,022 JUL 02 85	United States W15278
Schnitz, Ples E., Jr. Remote Transaction Banking Terminal #2	MOS 123	07/549,696 JUL 09 90	D330,105 OCT 06 92	United States W26237
Schnitz, Ples E., Jr. Remote Transaction Banking Terminal #1	MOS 122	07/549,713 JUL 09 90	D324,443 MAR 03 92	United States W26281
Vogel, Victor J. Apparatus For Aligning Multilateral Tube Sections	MOS 199	08/037,251 MAR 26 93	5,348,280 SEP 20 94	United States W31499
Vogel, Victor J. Clear Tube Section For Pneumatic Transport Tube System	MOS 201	08/048,289 APR 14 93	5,473,114 DEC 05 95	United States W31787

MOSLER INC. PATENT PROPERTY

INVENTOR TITLE	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	COUNTRY DOC. NO.
Vogel, Victor J. Control Consoles for Electronic Security System	MOS 08	803,827 DEC 02 85	D298,530 NOV 15 88	United States W20229
Vogel, Victor J. Corner Conduit For A Pneumatically-Propelled Carrier System	MOS 186	07/948,769 SEP 14 92	D348,900 JUL 19 94	United States W30356
Vogel, Victor J. Corner Conduit For A Pneumatically-Propelled Carrier System	MOS 217	29/016,722 DEC 22 93	D349,724 AUG 16 94	United States W3035601
Vogel, Victor J. Pivoting Tube Section For Pneumatic Transport Tube System	MOS 185	08/051,077 APR 21 93	5,356,243 OCT 18 94	United States W31793
Vogel, Victor J. Pneumatic Transmission System	MOS 168	07/914,885 JUL 16 92	5,304,017 APR 19 94	United States W30117
Vogel, Victor J. Pneumatic Transmission System	MOS 220	08/184,209 JAN 21 94	5,564,868 OCT 15 96	United States W3011701
Vogel, Victor J. Pneumatically Propelled Captive Carrier	MOS 198	29/004,216 JAN 28 93	D354,508 JAN 17 95	United States W31038
Vogel, Victor J. Remote Transaction Terminal For A Pneumatic Carrier	MOS 165	07/764,420 SEP 23 91	D338,225 AUG 10 93	United States W28316

MOSLER INC. PATENT PROPERTY

INVENTOR TITLE	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	PATENT NO. ISSUE DATE	COUNTRY DOC. NO.
Vogel, Victor J. Self-Cleaning Slidable Cover And Track Assembly And Pneumatic Carrier Terminal	PD-1309 MOS 06	611,332 MAY 17 84	4,540,317 SEP 10 85	United States W16394

Records printed: 25

Country Type Patent No. Basis Date Desmed App. Expiry Date Annuity Renewal Date Client Code Case Code Division Code Client Memo Reference Propriator SPECIAL REPORT CPAI 11/11/2010 10:20:00 AM Page 11/11

Country	Type	Patent No.	Basis Date	Desmed App.	Expiry Date	Annuity Renewal Date	Client Code	Case Code	Division Code	Client Memo Reference	Propriator
U.S.A.	Large Entity	4753307	20 JUN 1988			3 28 DEC 1990	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			29 JUL 2007							BAG DEPOSITORY FOR DRIVE-UP BANKING LEFEBURE CORPORATION	
U.S.A.	Large Entity	4742263	20 DEC 1988			3 20 JUN 2000	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			19 JUN 2006							CARRIER FOR LARGE CAPACITY SINGLE INTER INNOVATION LEFEBURE MFG. CORP	
U.S.A.	Large Entity	4730941	05 JUN 1990			3 05 DEC 2001	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			21 NOV 2008							CUSTOMER TERM FOR A SINGLE TUBE PNE INTER INNOVATION LEFEBURE MFG. CORP	
U.S.A.	Large Entity	4747364	31 MAY 1980			3 30 NOV 1999	7114160			Lefebure/Simmons P. Ellwood	Large Entity
			30 MAR 2007							ENVELOPE DEPOSITORY LEFEBURE CORPORATION	
U.S.A.	Large Entity	4716760	29 DEC 1987			3 20 JUN 1990	7114160			Lefebure/Simmons P. Ellwood	Large Entity
			19 JUN 2006							LARGE CAPACITY SINGLE OVERHEAD PNE LEFEBURE CORPORATION	
U.S.A.	Patent	4743545	10 MAR 1981			0	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			27 APR 1999							MANUFACTURE OF DOORS FOR SAFE DEPOS KIDDE INC.	
U.S.A.	Large Entity	4087982	11 FEB 1992			2 11 AUG 1999	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			14 NOV 2010							PULSED COMMUNICATION SYSTEM INTER INNOVATION LEFEBURE MFG.	
U.S.A.	Large Entity	4077036	27 JUN 1995			1 27 DEC 1998	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			26 JAN 2014							SECURE CURRENCY DEPOSIT UNITS WITH LEFEBURE MANUFACTURING CORPORATION	
U.S.A.	Large Entity	4077037	17 DEC 1996			1 17 JUN 2000	7114150			Lefebure/Simmons P. Ellwood	Large Entity
			16 JUN 2015							SECURE LATCH FOR DOUBLE-WALL STRUCT LEFEBURE MANUFACTURING CORPORATION	

~~CONFIDENTIAL~~
~~INTERNAL~~

Schedule II to Intellectual Property Security Agreement

Trademark Registrations and Applications

See attached.

MOSLER INC. STATE MARKS

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	STATE DOC. NO.
MOSLER Burglar Resistive Safe, Filing Equipment, Vault Doors, Vault Ventilators, Safety Deposit Boxes, Night Depositories and Remote Transaction	MOS 137 CLASS(ES): 25		48,316 OCT 19 70	California W26754
MOSLER Electrical apparatus, machines & supplies	MOS 97 CLASS(ES): 21		69-3959 DEC 31 69	Maryland W21072
MOSLER	MOS 95 CLASS(ES): 25		RSA 350-A DEC 12 79	New Hampshire W21075
MOSLER	MOS 94 CLASS(ES): 26		R-19252 DEC 16 79	New York W21074

Records printed: 4

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
5700 Locks, particularly locks for safety deposit boxes	MOS CLASS(ES): Old 25	230,757 APR 26 26	216,950 AUG 24 26	United States W20689
AIR GUARD fans, parts and accessories thereof and other goods belonging to this group	MOS 206 CLASS(ES): 9	44-114897 DEC 22 69	1027671 AUG 20 73	Japan W20952
AMERICAN Vault doors	MOS 190 CLASS(ES): 6	421,059 APR 11 72	0,947,223 NOV 14 72	United States W21034
AMERICAN Security structures in the nature of safe depos- it boxes, bank cash vaults and depositories for storing and protecting cash and valuables	MOS CLASS(ES): 6	125,735 MAY 09 77	1,085,293 FEB 14 78	United States W21035
AMERICAN-CENTURY Vault doors	MOS CLASS(ES): 6	261,637 MAY 12 80	1,194,612 MAY 04 82	United States W21036
AMERICAN CENTURY Bank Vaults	MOS CLASS(ES): 25	I-02990/80 MAY 14 80	106-070-F FEB 06 84	Venezuela W21025
CENTURY 21 Electrical alarm system and components for pro- tection of premises, vaults, night depositories, safes and other key areas in a bank or other	MOS CLASS(ES): 9	256,966 APR 07 80	1,163,567 AUG 04 81	United States W20688
CENTURY Safes	MOS 228 CLASS(ES): Old 25	680,811 FEB 09 54	595,921 SEP 28 54	United States W21038

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
CENTURY 22 Alarm control system comprising remote status display, control cabinet vault and safe sensors, hold-up alert monitors, smoke detectors, and	MOS 177 CLASS(ES): 9	454,190 NOV 23 83	1,422,566 DEC 30 86	United States W21039
COMSEC DESIGN Security communications system comprising remote terminal unit, central monitoring unit, point display panel, computer and printer	MOS CLASS(ES): 9	453,895 NOV 18 83	1,360,177 SEP 17 85	United States W21042
COUNTER SPY Locks for safes	MOS CLASS(ES): Old 25	648,772 MAY 15 83	585,331 FEB 02 84	United States W21043
DEFENDER Locks for safes and cash lockers said locks being made primarily of metal	MOS CLASS(ES): 6	357,545 MAR 31 82	1,239,176 MAY 24 83	United States W21044
DROPOSITORY Deposit-opening closures for safes, vaults, and the like	MOS CLASS(ES): Old 25	68,162 FEB 20 59	0,690,186 DEC 22 59	United States W21045
INVISICOM electronic communication controllers; security monitoring systems; parts relating to all the aforesaid goods	MOS 100 CLASS(ES): 9	1402184 NOV 03 89	1402184 OCT 08 93	United Kingdom W25285
INVISICOM Electronic Communication Controller Used In a Security Monitoring System For Transmitting Security Status and Alarm Information Over Data	MOS 69 CLASS(ES): 9	770,009 DEC 19 88	1,568,068 NOV 28 89	United States W24336
MACB 16: Instructional kits in bank security and anti-crime measures consisting of instructional manuals, etc.; 41: Conducting bank security	MOS CLASS(ES): 16, 41	260,513 MAY 02 80	1,186,688 JAN 19 82	United States W21046

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MAGNA Vault Doors: night depositories, etc.	MOS 73 CLASS(ES): 26	22141 MAY 18 72	20006 SEP 06 73	Philippines W20983
MOSLER Portable and built-in safes, etc.	MOS 117 CLASS(ES): 4	1775921	1635423 OCT 22 48	Argentina W20873
MOSLER Anchors, anvils, chains, etc.	MOS CLASS(ES): 10		1619109 APR 08 76	Argentina W20874
MOSLER Banking and financial systems and equipment, etc	MOS CLASS(ES): 4, 32, 9F, 22B, 23, 24	AM1248/69 MAY 21 69	64817 JUL 16 69	Austria W20890
MOSLER Alarms, Cameras, & Control Therefor, Detecting Apparatus, Cinematographic Apparatus and Tele- vision Apparatus	MOS 110 CLASS(ES): 9		B231414 AUG 06 69	Australia W20882
MOSLER Depositories for cash, checks, papers, etc.	MOS 46 CLASS(ES): 6		7734 FEB 26 83	Bahrain W20892
MOSLER Remotly installationa, vault doors, safes, ect. banking and financial institutional systems, ect	MOS CLASS(ES): 9, 18, 39	6934	6934 SEP 17 71	Bermuda W20896
MOSLER Portable and built-in place safes	MOS 141 CLASS(ES): 6, 20	039,214 JUL 07 80	C-38914 FEB 26 81	Bolivia W20897

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER unwrought and partly wrought common metals and their alloys etc., see file (class 9) furniture in general; mattresses pillows and	MOS 118 CLASS(ES): 9, 20		251677 DEC 20 50	Brazil W20903
MOSLER Banking systems, vault doors, safes, etc.	MOS CLASS(ES): 13		6802 JUL 16 71	Bahamas W20891
MOSLER cl-6 transportable or imbedded safes, see file cl-7 compressed air tube conveyors; see file cl-9 alarm devices and photographic apparatus	MOS 114 CLASS(ES): 6,7,9,11,12,16,20	14021 OCT 06 71	64951 OCT 06 71	Benelux W20894
MOSLER depositories for cash checks papers and valuables; money safes; combination safes; custom safes record safes; insulated files; drive in	MOS CLASS(ES): N/A	354201	199032 MAY 17 74	Canada W20905
MOSLER safes, safety cabinets, bank vaults, and safes bank vault and safe doors, gates for vaults and safes, safe deposit boxes, steel cabinets chests	MOS 249 CLASS(ES): N/A	171510	33/9199 AUG 16 37	Canada W20906
MOSLER Portable and built-in safes, vaults, safe doors, vault doors and gates, safety cabinets, and lock equipped chests and boxes for money and	MOS CLASS(ES): N/A		111901 OCT 17 58	Canada W20907
MOSLER vault doors, safety deposit boxes record safes locks key locks combination locks time control locks alarm systems and equipment and controls	MOS 71 CLASS(ES): 6,7,9,11,12,20	2325 APR 25 69	241305 APR 25 69	Switzerland W21004
MOSLER Portable Safes & Armours, Security Cupboards, Treasurers, Safes, etc.	MOS 75 CLASS(ES): 6		344219 MAR 19 48	Chile W20914

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER modular multiplexed alarm monitoring apparatus with capability for displaying all alarm] conditions simultaneously utilizing telephone	MOS 181 CLASS(ES): 9 (Chinese 14)		158189 MAY 30 82	China W20916
MOSLER vault doors and night depositories safes security structures(safe deposit boxes) bank cash vaults and depositories for storing and	MOS 182 CLASS(ES): 6 (Chinese 21)		158190 MAY 30 82	China W20917
MOSLER high security protective doors, windows, wall partitions, work stations, counter systems and furniture for financial and banking applications	MOS 189 CLASS(ES): 19	93011447 FEB 24 93	756043 JUL 14 95	China W31469
MOSLER Automatic cash dispensers, currency handling systems, telephone or data transmission line security system, apparatus for transporting	MOS 188 CLASS(ES): 9	93011446 FEB 24 93	691550 MAY 28 94	China W31470
MOSLER In-room lock boxes, high security, fire resistant, insulated file cabinets for documents maps, and the like	MOS 183 CLASS(ES): 6	93011445 FEB 24 93	883590 OCT 14 96	China W31471
MOSLER Working stations, counters, counter systems, and furniture for financial and banking applications	MOS 212 CLASS(ES): 20	94008165 FEB 07 94	785399 OCT 21 95	China W32267
MOSLER design planning construction erection installation testing monitoring maintenance including cleaning and repair of security	MOS 239 CLASS(ES): 37	960011215 JAN 19 96	1073851 AUG 07 97	China W36554CN
MOSLER unwrought and partly wrought common metal and their alloys anchors, anvils bells rolled and cast building materials; rails adn other	MOS 48 CLASS(ES): 6		23689 MAR 22 48	Colombia W20918

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Safes, etc.	MOS 47 CLASS(ES): 6, 9	45499 JUN 28 72	45499 FEB 06 73	Costa Rica W20919
MOSLER	MOS 179 CLASS(ES):	212806 OCT 27 72	110964 JUL 07 77	Cuba W20922
MOSLER Safes, cash boxes, vault doors, record safes, money safes, etc.	MOS CLASS(ES): 6	2079 NOV 07 84	2079 NOV 07 84	Cyprus W20923
MOSLER safes, cash boxes; vault doors, record safes, money safes, merchandise vault doors, safe deposit boxes, cashiers lockers and night	MOS 205 CLASS(ES): 6		14028 FEB 14 72	Cyprus W20924
MOSLER Pneumatically Operating Conveyors, Hydraulic Lifts, Etc.	MOS CLASS(ES): 7, 11	30873/6WZ	893458 MAR 20 69	Germany W20932
MOSLER windows and doors namelym special ventilation windows of aluminum sliding steel doors;devices for treasury and archive chambers namely armored	MOS 229 CLASS(ES): 6,7,9,11,12,16,19,20	M40401/6WZ MAY 06 75	1007618 NOV 09 80	Germany W20933
MOSLER Portable and built-in safes, safe doors, vault doors, etc.	MOS 207 CLASS(ES): 31		21428 FEB 12 73	Dominican Repu W20925
MOSLER Alarm systems, automated teller systems etc.	MOS 208 CLASS(ES): 6	443 APR 27 73	2740-93 SEP 02 74	Ecuador W20926

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER furniture, mirrors, picture frames, articles(not included in other classes) of wood, cork, reeds cane, wicker, horn, bone, ivory, walebone, shell	MOS 162 CLASS(ES): 20	736461 DEC 19 73	736461 SEP 03 76	Spain W20999
MOSLER Vault Doors, Record Safes, Money Safes, Etc.	MOS 161 CLASS(ES): 6	634487 JAN 12 71	634487 SEP 13 76	Spain W21000
MOSLER Electrical and electronic apparatus and instruments, etc.	MOS CLASS(ES): 9	736460 DEC 19 73	736460 MAY 25 76	Spain W21001
MOSLER safes money boxes safety cupboards and chests safety vaults armoured doors for banks furniture and boxes with lock for jewelry and other	MOS 41 CLASS(ES): 6,7,9,14,20	62534 AUG 30 68	1478774 AUG 21 78	France W20930
MOSLER Electronic apparatus for the retrieval of documents, and security apparatus and instruments, ect.	MOS CLASS(ES): 9	1094815 APR 28 78	B1094815 APR 28 78	United Kingdom W20937
MOSLER Vault doors, safety deposit boxes, safes, etc.	MOS CLASS(ES): 6,7,9,11,19,20	DEC 17 69	43175 DEC 17 69	Greece W20938
MOSLER alarm systems and equipment;safety camera systems, equipment and control therefor, and intrudor and fire detecting apparatuses and	MOS 98 CLASS(ES): 9	22183 JUN 22 70	22183 JUN 22 70	Guatemala W20940
MOSLER vault doors safety boxes safety boxes for documents locks including key locks combination and time control;safety boxes for money;fire and	MOS 98 CLASS(ES): 6	22184 JUN 22 70	22184 JUN 22 70	Guatemala W20941

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER drive-in windows walk-up windows bullet resistive doors and transaction wondows and insulated vault doors. electronic signal	MOS 210 CLASS(ES): 6, 7, 19		202 AUG 16 73	Guam W20939
MOSLER Vault doors, safety deposit boxes, record safes, locks, including key, combination and time control locks, money safes, night depositories,	MOS 154 CLASS(ES): 6	1229/70 OCT 16 70	1301/73 OCT 16 70	Hong Kong W20944
MOSLER Design, planning, construction, erection, installation, testing, monitoring, maintenance, including cleaing and repair of security	MOS 237 CLASS(ES): 37	9513734 OCT 30 95	10651 OCT 30 95	Hong Kong W36151
MOSLER Cajas de caudales de todas clases portatiles, empotradas de gabinetes	MOS CLASS(ES): 6	30478F446 JUL 22 80	30478 DEC 17 81	Honduras W20942
MOSLER Generadores y alarmas electronicas y sistemas para detectar robos	MOS 54 CLASS(ES): 9	30479 JUL 22 80	30479 DEC 17 81	Honduras W20943
MOSLER bank apparatus and their equipments. They are: doors safe deposit boxes steek fukung cabinets keys locks and timer iron safe alarm systems,	MOS 134 CLASS(ES): 6,9,11,20		278298 JAN 03 81	Indonesia W20945
MOSLER Safes, vaults, safe deposit boxes, cashiers lockers, night deposit boxes and parts thereof	MOS 143 CLASS(ES): 6	32022 MAY 06 70	32022 AUG 06 73	Israel W20949
MOSLER Portable safes and safes cemented in place, safety cabinets bank strong rooms and safes, doors for banks strong rooms and safes, gates	MOS 104 CLASS(ES): 6, 20	1438/60 MAR 05 60	157552 MAR 05 60	Italy W20950

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER vault doors, record safes, money safes; pneumatic tube chutes, merchandise vault doors; night depositories, fire & burglary resistant	MOS 180 CLASS(ES): 6		15945 AUG 27 71	Jamaica W20951
MOSLER Banking systems, vault doors, safes, etc.	MOS CLASS(ES): 6	10811	10808 JUN 16 70	Jordan W20963
MOSLER portable safes and a fixed safes safety cabinets bank strong room and safes doors and shutters thereof safe deposit box for rent and steel	MOS 151 CLASS(ES): 7		583296 MAR 07 62	Japan W20954
MOSLER Fire alarm system, burglar alarm system and all other goods belonging to this class	MOS 108 CLASS(ES): Japanese Class 9	50-31553 MAR 20 75	1451380 JAN 30 81	Japan W20955
MOSLER high security protective doors and windows.	MOS 233 CLASS(ES): 19 (33 Korean)	95-20428 MAY 24 95	343652 JUL 24 96	Korea (Republi W35542KR
MOSLER In-room lock boxes, high security fire resistant insulated file cabinets for document maps etc. high security protective wall partitions work	MOS 232 CLASS(ES): 6 (Korean 26)	95-20427 MAY 24 95	375529 SEP 24 97	Korea (Republi W35543KR
MOSLER automotive cash dispensers, currency handling systems, telephone and/or data transmission line security systems, apparatus for transporting	MOS 234 CLASS(ES): 9 (39 Korean)	95-20429 MAY 24 95	360372 APR 22 97	Korea (Republi W35544KR
MOSLER Depositories for cash, checks, safes, etc.	MOS 195 CLASS(ES): 6	15611 APR 30 83	14600 APR 10 85	Kuwait W20964

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Portable And Built-in safes, vaults, etc.	MOS-257 CLASS(ES): 6		43810 APR 06 83	Lebanon W20965
MOSLER all kinds of portable and wall safes safety cabinets bank vaults and safes bank vault and safe doors. gates for bank vaults and safes	MOS 30 CLASS(ES): 6 (Mexican 25)	35176 JUN 03 47	56,271 JUN 03 47	Mexico W20971
MOSLER Vault doors, safety deposit boxes, record safes, locks, including keys, combination and time control locks, money safes, night depositories,	MOS 142 CLASS(ES): 6	M/53855	M/53855 JAN 23 70	Malaysia W20969
MOSLER Office appliances and articles; card filing cabi	MOS 111 CLASS(ES): 16	91171 AUG 20 69	B91171 AUG 20 69	New Zealand W20972
MOSLER portable and built in place safes, safety cabinets abd bank vaukts, and safes, etc.	MOS 31 CLASS(ES): 26	965 SEP 08 48	R-1055 APR 28 72	Philippines W20984
MOSLER portable and built-in safes and vaultsm safe doors, vault doors and gates, safety cabinets, locked chests and boxes, depositories and the	MOS 223 CLASS(ES): 25		25277 JUL 12 84	Puerto Rico W20987
MOSLER Safes, Vaults, Doors, Cabinets, Locks	MOS 74 CLASS(ES): 6	166215 DEC 22 70	166215 FEB 13 74	Portugal W20986
MOSLER Portable and built-in place safes, safety cabinets, bank vaults and safes, bank vault and safe doors, gates for vaults and safes, safe	MOS 132 CLASS(ES): 6	6371 AUG 21 80	96076 MAR 02 81	Paraguay W20980

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Electronic signal, generators for intrusion detection apparatus and systems	MOS 133 CLASS(ES): 9	6372 AUG 21 80	91/145511 MAR 02 81	Paraguay W20981
MOSLER Banking and financial institutional systems, vault doors, record safes, money safes, alarms and cameras and control therefor, detecting	MOS CLASS(ES): N/A		956/BRK SEP 20 71	Rwanda W20991
MOSLER Portable and built-in place safes; safety cabinets; bank vaults and safes bank vault and safe doors, gates for vaults and safes, safe	MOS 225 CLASS(ES): 6	5677 JUN 02 70	39/93 JUN 22 71	Saudi Arabia W20992
MOSLER electronic security systems	26 MOS CLASS(ES):	179/24	179/24	Saudi Arabia W39582SA
MOSLER Vault doors, safety deposit boxes, record safes	MOS 127 CLASS(ES): 6	S/48274 JAN 23 70	48274 JAN 23 70	Singapore W20993
MOSLER Vault doors, record safes, moneysafes, safe deposit boxes, night depositories, teller instal- lations, fire & burglary resistant doors & con-	MOS 144 CLASS(ES): 6,7,9,20	7153 MAY 11 71	7153 MAY 11 71	Surinam W21002
MOSLER record safes, money safes, mini vaults, book vault doors, grills and gates; safe deposit boxes, bullet resistant windows, night deposit	MOS 44 CLASS(ES): 6 (El Salvador 127a)	DEC 21 71	20729/76 AUG 22 72	El Salvador W22989
MOSLER banking and financial organizations means, armoured(offers chambers doors cofferes of iron records and files iron money cofferes warning	MOS CLASS(ES): 6, 9, 16		8733 JUN 30 85	Syrian Arab Re W21005

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER portable and built in place safes, safety cabinets, gates for vaults and safes, safe deposit boxes, steel cabinets for safety deposit	MOS 253 CLASS(ES): N/A		101294 DEC 19 77	Turkey W21016
MOSLER Alarms and cameras and controls therefor, etc.	MOS CLASS(ES): 8	6934 JUL 20 71	B6934 JUL 20 71	Trinidad and T W21012
MOSLER Vault doors, record safes, money safes, etc.	MOS CLASS(ES): 13	6935 JUL 20 71	B6935 JUL 20 71	Trinidad and T W21013
MOSLER Walk-up and drive-up teller installations, hydraulic lifts, etc	MOS CLASS(ES): 18	6936 JUL 20 71	B6936 JUL 20 71	Trinidad and T W21014
MOSLER Bank and office furniture	MOS CLASS(ES): 41	6937 JUL 20 71	B6937 JUL 20 71	Trinidad and T W21015
MOSLER Drive-in windows, walk-up windows, bullet resistive doors and transaction windows, and insulated vault doors - 19; Electronic signal	MOS 197 CLASS(ES): 19, 7, 6	72/416,129 FEB 22 72	0,954,842 MAR 13 73	United States W21048
MOSLER Portable and built in place safes, safety cabinets, bank vaults and safes, bank vault and safe doors, gates for vaults and safes,	MOS CLASS(ES): Old 25	391,029 APR 07 37	352,592 DEC 07 37	United States W21049
MOSLER to distinguish:portable and enclosed safety boxes safety cabinets bank vaults and safety boxesvault and safety box doors; safety boxes	MOS CLASS(ES): 25		61359 NOV 09 70	Venezuela W21018

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Office supplies, paper, blank books	MOS CLASS(ES): 37		37533C SEP 23 59	Venezuela W21019
MOSLER Typewriters and calculating machines and accessories	MOS 85 CLASS(ES): 23		37534C SEP 23 59	Venezuela W21020
MOSLER Electrical machines and instruments, especially electrical alarms	MOS CLASS(ES): 21		37537C SEP 23 59	Venezuela W21021
MOSLER Rolled and cast building materials, doors, vault doors, tire and burglar resistant doors, ect.	MOS CLASS(ES): 6	69/4177 SEP 02 69	B69/4177 OCT 01 70	South Africa W20995
MOSLER Scientific and electrical apparatus, photographic, cinematographic, optical, ect. apparatus ect.	MOS CLASS(ES): 9	69/4178 SEP 02 69	B69/4178 OCT 01 70	South Africa W20996
MOSLER Office appliances and equipment, filing cabinets	MOS CLASS(ES): 16	B69/4179 SEP 02 69	B69/4179 OCT 01 70	South Africa W20997
MOSLER & Key Design portable and built in safes vaults safe doors vault doors and gates safety cabinets locked chests and boxes depositories and other articles	MOS 75 CLASS(ES): 6		347348 JUL 23 79	Chile W20915
MOSLER AUTOBANKER Vehicle drive-up remote banking transaction terminal apparatus	MOS 170 CLASS(ES): 9	74/248,410 FEB 21 92	1,729,072 NOV 03 92	United States W29412

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
MOSLER Design Portable and built-in safes and vaults, safe doors, vault doors and gates, safety cabinets, and lock-equipped chests and boxes for money and	MOS CLASS(ES): Old 25	643,849 MAR 18 53	588,237 APR 13 54	United States W21050
MOSLER In Chinese Charater Equivalent drive-in and wlk-up automated teller installations and the following:1. card access security systems, which include a door or gate;	MOS 259 CLASS(ES): 9	9812404 SEP 18 98		Hong Kong W36152A
MOSLER KEY design vaults being fixed metal structures;safes and safety deposit boxes, cashiers' lockers night deposit safes fireproof and burglar resistant	MOS 105 CLASS(ES): 6	939,727 MAR 14 69	B939,727 MAR 14 69	United Kingdom W20936
MOSLER PHOTOGUARD Photographic, cinematographic optical	MOS 107 CLASS(ES): 9	229201	B229201 MAY 27 69	Australia W20884
MOSLER in Chinese Characters Design, planning, construction, erection, installation, testing, monitoring, maintenance, including and repair of security equipment and	MOS 236 CLASS(ES): IC 37	13732/95 OCT 30 95	B09163 SEP 08 98	Hong Kong W36150
MOSLER in Chinese Characters Vault doors, safety deposit boxes, record safes, lockes, including key, combination, and time control locks, money safes, night depositories,	MOS 238 CLASS(ES): 6	95/13733 OCT 30 95		Hong Kong W36152
Mosler Locksmiths' work, safes, cash boxes, and parts thereof, portable and built-in safes, vaults, safe doors, etc.	MOS 140 CLASS(ES): 6	303887 JAN 20 77	B303887 JAN 20 77	Australia W20883
Mosler Alarms and cameras and controls thereof, remote television installations	MOS 116 CLASS(ES): 9	46530 OCT 19 70	46530 JUL 11 71	Egypt W20927

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
Mosler walk up and drive up teller installation and insulated filing cabinets and containers.	MOS 116 CLASS(ES): 6	46529 OCT 19 70	46529 OCT 17 72	Egypt W20928
PHOTOGUARD Cameras, photo security systems and controls, etc.	MOS CLASS(ES):	326593	171064 SEP 04 70	Canada W20908
PHOTOGUARD Automatic cameras and associated control devices	MOS CLASS(ES): 9	M31202/9WZ JUN 03 69	878059 JUN 03 69	Germany W20934
PHOTOGUARD Electrical, photographic, cinematographic, optical apparatus, signalling, checking, life saving apparatus and instruments, security and	MOS 78 CLASS(ES): 9	88056 OCT 15 69	1109260 OCT 08 79	France W20931
PHOTOGUARD Optical apparatuses & instruments, photographic apparatuses & instruments, motion picture appar- atuses & instruments and photographic materials	MOS 106 CLASS(ES): 10	SH04574063 JUL 17 70	1443414 NOV 28 80	Japan W21126
PHOTOGUARD Cameras	MOS CLASS(ES): Old 26	50,718 APR 30 58	0,681,129 JUN 30 59	United States W21051
PHOTOGUARD in respect of cameras, cinematographic apparatus television apparatus and equipment electronic and photograph installations for preventing	MOS 72 CLASS(ES): 9	69/2387 MAY 26 69	69/2387 MAY 26 69	South Africa W20998
PROGUARD Series of Security Alarm Systems Comprising Mon- itors for Doors, Windows, Smoke Detectors, Safes, Area Sensors; Critical Equipment, Namely,	MOS 89 CLASS(ES): 9	73/828,195 SEP 28 89	1,603,520 JUN 26 90	United States W25108

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
PROTECTALL Safes and money chests	MOS CLASS(ES): 25	7,821 MAY 07 56	0,647,438 JUN 25 57	United States W21053
SUPERLOY Hardened concrete composition for use in security structures	MOS CLASS(ES): 19	M42742/19W MAR 02 77	964460 FEB 11 77	Germany W20935
SUPERLOY Hardened concrete composition for use in security structures	MOS 157 CLASS(ES): 7	SH05212982 MAR 02 77	1469127 JUL 31 81	Japan W20960
SUPERLOY all kinds of consruction and building materials	MOS 125 CLASS(ES): 12	15575 OCT 14 86	330873 AUG 14 87	Mexico W21125
SUPERLOY Hardened concrete composition for use in security structures	MOS CLASS(ES): 50	1031/77 FEB 21 77	94301F MAY 05 80	Venezuela W21024
TAPEGUARD Safes	MOS CLASS(ES): Old 25	203,418 OCT 06 64	0,783,411 JAN 12 65	United States W21057
TELLERETTE Deposit receiver drawer assembly for drive-in windows for banks	MOS CLASS(ES): 9	30,925 SEP 03 74	1,017,353 AUG 05 75	United States W21059
TRANS VISTA remote transaction banking systems namely, electric pushbutton switch controlled pneumatically operated carrier for transporting	MOS 66 CLASS(ES): 21		20820 AUG 16 78	Puerto Rico W20989

MOSLER INC. TRADEMARK PROPERTY

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
TRANS-VISTA Remote transaction banking system-namely, elec- tric pushbutton switch controlled pneumatically operated carrier for transporting a container	MOS CLASS(ES): 9	370,414 JUN 18 82	1,240,135 MAY 31 83	United States W21064
TRUK-LOKR Locking Receptacles For Receiving And Securing Cash And Other Collections	MOS 130 CLASS(ES): 6	348,311 JAN 12 70	901,191 OCT 20 70	United States W21063
VISTRA Direct vision drive-up windows for remote trans- action apparatus for use in banks	MOS CLASS(ES): 9	126,661 MAY 16 77	1,097,281 JUL 25 78	United States W21067

Records printed: 131

TELLERVUE II -- application in preparation

LEFEBURE CORPORATION

Trademark Report by Mark

Printed 08/04/1998

Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
COMMERCIAL MANAGER							
AUSTRALIA	JAO 16510(AU)					PROPOSED	
BRAZIL	JAO 16510(BR)1	05/04/1998	820720712			PENDING	
CANADA	JAO 16510(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16510(MX)					PROPOSED	
UNITED STATES	JAO 16510	11/04/1997	75/384,330			PENDING	09
COMMERCIAL MANAGER (CLASS 16.20)							
BRAZIL	JAO 16510(BR)2	05/04/1998	820720704			PENDING	
FCS							
AUSTRALIA	JAO 16490(AU)					PROPOSED	
BRAZIL	JAO 16490(BR)					PROPOSED	
CANADA	JAO 16490(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16490(MX)					PROPOSED	
UNITED STATES	JAO 16490	09/19/1997	75/360,245			PENDING	09
FINANCIAL CHANGE STATION							
AUSTRALIA	JAO 16491(AU)					PROPOSED	
BRAZIL	JAO 16491(BR)					PROPOSED	
CANADA	JAO 16491(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16491(MX)					PROPOSED	
UNITED STATES	JAO 16491	09/19/1997	75/359,730			PENDING	09
FINANCIAL RECEIVING STATION							
AUSTRALIA	JAO 16492(AU)					PROPOSED	
BRAZIL	JAO 16492(BR)					PROPOSED	
CANADA	JAO 16492(CA)	03/24/1998	N/A			PENDING	
MEXICO	JAO 16492(MX)					PROPOSED	
UNITED STATES	JAO 16492	09/19/1997	75/359,732			PENDING	09
FRS							
AUSTRALIA	JAO 16583(AU)					PROPOSED	
BRAZIL	JAO 16583(BR)					PROPOSED	
CANADA	JAO 16583(CA)	03/19/1998	N/A			PENDING	
MEXICO	JAO 16583(MX)					PROPOSED	
SECUREWAY & DESIGN							
UNITED STATES	JAO 16531	02/03/1998	75/428,100			PENDING	09

END OF REPORT

TOTAL ITEMS SELECTED = 25

TRADEMARK
REEL: 1813 FRAME: 0559

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SPECIAL REPORT

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Page 17

Client's Agent
Details

Country
Type
Trademark No.

Term
Renewal Date
Your Reference

Client Code
Case Code
Division Code

Client Name
Reference
Proprietor

U.S.A.
Trademark
880406

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De la Rue Sys. Americas / Le Febure
TEL-AIR :6
LEFEBURE CORPORATION

U.S.A.
Trademark
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De la Rue Sys. Americas / Le Febure
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LEFEBURE CORPORATION

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Large Entity
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De la Rue Sys. Americas / Le Febure
INSIDER :7
LEFEBURE CORPORATION

U.S.A.
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De la Rue Sys. Americas / Le Febure
LEFCOM :42
LEFEBURE CORPORATION

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Trademark
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De la Rue Sys. Americas / Le Febure
LEFCOM :42
LEFEBURE CORPORATION

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Aff'davit
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De la Rue Sys. Americas / Le Febure
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De la Rue Sys. Americas / Le Febure
LEFEBURE :NAT 103
LEFEBURE CORPORATION

U.S.A.
Trademark
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De la Rue Sys. Americas / Le Febure
LEFEBURE :116
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De la Rue Sys. Americas / Le Febure
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MONOLITHIC GUARD :8
LEFEBURE CORPORATION

Canada
Trademark
195313

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Schedule III to Intellectual Property Security Agreement

Copyright Registrations and Applications

See attached.

MOSLER INC. COPYRIGHTS

MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
Assessment of Protection Against Tornado Born Missiles	CLASS(ES) :		TXU16998 OCT 02 78	United States W21586
Safe Deposit Security	CLASS(ES) :		TX876361 MAR 24 82	United States W21587
Games People Play	CLASS(ES) :		PA133612 APR 20 81	United States W21588
Extortion: No Time To Panic	CLASS(ES) :		PA132703 JUN 08 81	United States W21589
Extortion: No Time To Panic	CLASS(ES) :		TX707273 JUN 08 81	United States W21590
Making the Mark	CLASS(ES) :		PA208296 JAN 30 84	United States W21591
Silent Alarm Response	CLASS(ES) :		PA127288 FEB 11 81	United States W21592
Teller Security Training Manual	CLASS(ES) :		PA130740 MAY 20 81	United States W21593

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MARK GOODS	CLIENT REF. CODE/MATTER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY DOC. NO.
Safe Deposit Security	CLASS (ES) :		PA127287 SEP 03 80	United States W21594
Banking 1985	CLASS (ES) :		A917764 DEC 01 77	United States W21595
Masters of Deceit - New Account Fraud	CLASS (ES) :		PA336766 JUL 13 87	United States W22540
Security Compliance Guide	MOS CLASS (ES) :		TX2238382 AUG 26 87	United States W23027
ATM Security - The Critical Moment	CLASS (ES) :		PA377416 MAY 09 88	United States W23823
Ambush - Surprise Attack	CLASS (ES) :		PA377417 MAY 09 88	United States W23824
Robbery Response Pac	CLASS (ES) :		TX2486266 JAN 19 89	United States W24407
Employee Crisis Action Pacs	CLASS (ES) :		TX2487613 JAN 19 89	United States W24418

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Emergency Control Pac	CLASS (ES) :		TX2487614 JAN 19 89	United States W24419
Compliance Update	MOS 84 CLASS (ES) :		TX 2685185 NOV 01 89	United States W25378
Mosler Parts Catalog CF-400 Currency Sorter	CLASS (ES) :		TX370134 APR 28 89	United States W26025
Mosler Toshiba CS 6600 Currency Counter/Sorter Installation & Service Instructions	CLASS (ES) :		TX324535 APR 25 88	United States W26026
Mosler Parts Catalog - CS-6600 Currency Sorter	CLASS (ES) :		TX322725 FEB 23 88	United States W26027

Records printed: 21

Schedule IV to Intellectual Property Security Agreement

Licenses

Borrower grants licenses to its customers of its proprietary software products in connection with the sale of its electronic security systems. Borrower in turn has licenses from its suppliers in connection with the electronic security systems' products it obtains from such suppliers and sells to its customers. Such suppliers include Pacom Data Pty. Ltd. of Sydney, Australia, now owned by Bell Security Limited, Hertfordshire, Great Britain; Lenel Systems International, Inc. of Fairport, New York; and Sensormatic Electronics Corporation of Boca Raton, Florida (Software House, American Dynamics and Robot products).

EXHIBIT A

to

Intellectual Property Security Agreement

FORM OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT

_____,' _____

Fleet National Bank, as Administrative Agent
under the Credit Agreement
referred to below

One Federal Street
Boston, Massachusetts 02110

Attention: Corporate Banking Group

Intellectual Property Security Agreement,
dated as of October __, 1998,
made by Mosler Inc.,
and the other Grantors to
Fleet National Bank, as Administrative Agent

Ladies and Gentlemen:

Reference is made to the above-captioned Intellectual Property Security Agreement (such Intellectual Property Security Agreement, as in effect on the date hereof and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Intellectual Property Security Agreement") made by [Name of Grantor] and the other Grantors to Fleet National Bank, as Administrative Agent. The terms defined in the Intellectual Property Security Agreement (or in the Credit Agreement referred to therein) and not otherwise defined herein are used herein as therein defined.

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Intellectual Property Security Agreement as if it were an original party thereto and agrees that each reference in the Intellectual Property Security Agreement to "Grantor" shall also mean and be a reference to the undersigned.

The undersigned hereby pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, as security for the Secured Obligations a lien on and security interest in, all of the right, title and interest of the undersigned, whether now owned or hereafter acquired, in and to Intellectual Property Collateral owned by the undersigned, including, but not limited to, the property listed on Annex I, II, III and IV hereto. Schedules I, II, III and IV to the Intellectual Property Security Agreement are hereby supplemented by Annexes I, II, III and IV hereto, respectively. The undersigned hereby certifies on behalf of such Grantor that such Annexes have been prepared by the undersigned in substantially the form of Schedules I, II, III and IV to the Intellectual Property Security Agreement and are true, accurate and complete in all material respects as of the date hereof.

The undersigned on behalf of such Grantor hereby makes each representation and warranty set forth in Section 4 of the Intellectual Property Security Agreement (as supplemented by the attached Annexes) to the same extent as each other Grantor and hereby agrees to be bound as a Grantor by all of the terms and provisions of the Intellectual Property Security Agreement to the same extent as each other Grantor.

This Intellectual Property Security Agreement Supplement shall be governed by and construed in accordance with the laws of the State of New York.

Very truly yours,

[NAME OF ADDITIONAL INTELLECTUAL
PROPERTY GRANTOR]

By: _____

Name: _____

Title: _____

Address: _____

TM

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

October 9, 1998

From

MOSLER INC.,

MOSLER OF ALABAMA, INC.

as Grantors,

to

FLEET NATIONAL BANK,

as Administrative Agent

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SCHEDULES

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- Schedule II - Trademark Registrations and Applications
- Schedule III - Copyright Registrations and Applications
- Schedule IV - Licenses

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RECORDED: 11/09/1998

**TRADEMARK
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