

11/20/03

11-21-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECOF TR



102606085

DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

LY TELMAR ACQUISITION CORP., a Delaware corporation

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

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

2. Name and address of receiving party(ies)

Name: WELLS FARGO BUSINESS CREDIT, INC.

Internal Address: Suite 700

Street Address: 245 South Los Robles Avenue

City: Pasadena State: CA Zip: 91101

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/07/2003

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

A. Trademark Application No.(s) Please see attached Exhibit B

B. Trademark Registration No.(s) Please see attached Exhibit B

Additional number(s) attached Yes No

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

Name: FEDERAL RESEARCH CO., LLC

Internal Address: Attention: Penelope Agodoa Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kimberley A. Lathrop Name of Person Signing

Kimberley A. Lathrop Signature

November 19, 2003 Date

Total number of pages including cover sheet, attachments, and document: 9

11/21/2003 EC00PER 00000026 2224543

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 EP 25.00 OP

EXHIBIT B

UNITED STATES TRADEMARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DCS DEX CMS	2,224,543	February 16, 1999

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Telmar Network Technology	76/100,343	July 31, 2000

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of November 7, 2003 is made by and between LY Telmar Acquisition Corp., a Delaware corporation having a business location at the address set forth below next to its signature (the "Debtor"), and Wells Fargo Business Credit, Inc., a Minnesota corporation having a business location at the address set forth below next to its signature (the "Secured Party").

RECITALS

The Debtor, together with its subsidiaries, and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

Pursuant to the Credit Agreement, Debtor pledged and granted to the Secured Party a Security Interest in all of the Debtor's General Intangibles, including its Patents and Trademarks.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

AGREEMENT

ACCORDINGLY, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances to Debtor as set forth in the Credit Agreement, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents registered with the United States Patent and Trademark Office from time to time, including without limitation the patents and patent applications listed on Exhibit A, as the same may be amended from time to time.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to registered trademarks or applications for trademarks registered with the United States Patent and Trademark Office from time to time, including without limitation the trademarks and trademark applications listed on Exhibit B, as the same may be amended from time to time.

2. Security Interest. The Debtor hereby pledges and grants to the Secured Party a security interest in (the "Security Interest"), with power of sale to the extent permitted by law, the Patents and in the Trademarks to secure payment, performance, and observance of the

Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A which the Debtor is required to report to the Secured Party pursuant to the terms of the Credit Agreement, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A (any Patents so identified to the Secured Party referred to herein as "New Patents") and an amendment to this Agreement adding such New Patents to Exhibit A.

(b) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Trademarks not listed on Exhibit B which the Debtor is required to report to the Secured Party pursuant to the terms of the Credit Agreement, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit B (any Trademarks so identified to the Secured Party referred to herein as "New Trademarks") and an amendment to this Agreement adding such New Trademarks to Exhibit B.

(c) **Maintenance; Secured Party's Right to Take Action.** The Debtor covenants that, to the extent required by the terms of the Credit Agreement, it will maintain the Patents and Trademarks and defend the Patents and Trademarks against Infringement. If the Debtor elects to abandon any Patent or Trademark or chooses not to pursue any action with respect to any such Infringement, it shall first provide to the Lender 30 days written notice of such intention. To the extent a Default Period then exists, the Secured Party may (but need not) take steps to prevent such intended abandonment or to take any action with regard to such Infringement, on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name).

(d) **Power of Attorney.** To facilitate the Secured Party's exercise of its rights under this Agreement during a Default Period, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor during such Default Period with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Agreement, or necessary for the Secured Party to enforce or use the Patents or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party in accordance with the rights granted to it under

the Loan Documents and any applicable laws as a secured creditor of the Debtor. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement and the payment and performance of all Obligations as provided therein.

4. Remedies. During any Default Period, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

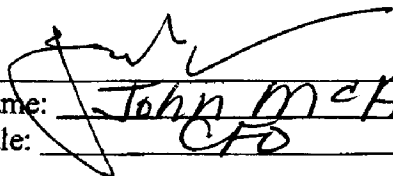
(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the reasonably request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

5. Miscellaneous. This Agreement is a supplement to the Credit Agreement, the terms of which are incorporated herein by this reference.

[remainder of this page is intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LY TELMAR ACQUISITION CORP.,
a Delaware corporation

By 
Name: John McAdam
Title: CFO

Address: 15776 Laguna Canyon Rd.
Irvine, CA 92618

WELLS FARGO BUSINESS CREDIT,
INC.

By _____
Name: _____
Title: _____

Address: 245 S. Los Robles Ave., Ste. 700
Pasadena, CA 91101


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LY TELMAR ACQUISITION CORP.,
a Delaware corporation

By _____
Name: _____
Title: _____

Address: 15776 Laguna Canyon Rd.
Irvine, CA 92618

WELLS FARGO BUSINESS CREDIT,
INC.

By 
Name: TOR HYLSON
Title: AVP

Address: 245 S. Los Robles Ave., Ste. 700
Pasadena, CA 91101

EXHIBIT A

PATENTS AND PATENT APPLICATIONS

None

EXHIBIT B

UNITED STATES TRADEMARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
DCS DEX CMS	2,224,543	February 16, 1999

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
Telmar Network Technology	76/100,343	July 31, 2000