

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Payoff Letter

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/12/2003	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JNL Trading Company, L.P.
<b>Street Address:</b>	1100 Pendale
<b>Internal Address:</b>	Attn: Daniel Duarte
<b>City:</b>	El Paso
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	79936
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	First Texas Products, L.P.
<b>Street Address:</b>	1100 Pendale
<b>Internal Address:</b>	Attn: Daniel Duarte
<b>City:</b>	El Paso
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	79936
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	74182580	GROUNDTRAC
Serial Number:	74705955	TRACKER
Serial Number:	75129688	TIME RANGER
Serial Number:	75193118	SMART TRAC
Serial Number:	75542129	
Serial Number:	75542130	TEKNETICS

OP \$190.00 74182580

Serial Number:

75542662

BOUNTY HUNTER

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000; Patton Boggs, LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

013043.0100

NAME OF SUBMITTER:

Darren W. Collins

Signature:

/Darren W. Collins/

Date:

12/20/2005

**Total Attachments: 9**

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**GENERAL ELECTRIC CAPITAL CORPORATION**  
**500 West Monroe Street**  
**Chicago, Illinois 60661**

December 12, 2003

First Texas Products, L.P.  
and  
JNL Trading Company, L.P.  
1100 Pendale  
El Paso, Texas 79936  
Attn: Daniel Duarte

Payoff Letter

Ladies and Gentlemen:

This Letter Agreement refers to the Credit Agreement dated as of May 14, 2001 (as the same has been amended, restated, supplemented or otherwise modified, the "**Credit Agreement**") by and among First Texas, L.P., a Delaware limited partnership, JNL Trading Company, L.P., a Delaware limited partnership (each a "**Borrower**" and collectively, the "**Borrowers**"), General Electric Capital Corporation, a Delaware corporation, as agent (the "**Agent**") for the Banks under and as defined in the Credit Agreement. All terms used herein without definition shall have the same meanings given to them in the Credit Agreement.

The Borrowers intend to terminate the Credit Agreement and enter into a new credit facility (the "**New Credit Facility**") and the proceeds of the New Credit Facility will be used, in part, to repay in full all Obligations owing under the Credit Agreement and the other Loan Documents.

For purposes of the foregoing, the Agent and the Borrowers hereby agree as follows:

1. As of 12/15/2003, the aggregate amount of Obligations owing to the Banks and the Agent (collectively, the "**Secured Parties**") under the Loan Documents are equal to \$ 4,561,138.31 (the "**Payoff Amount**") as set forth on Schedule 1 hereto, which amount includes, without limitation, principal, accrued and unpaid interest, non-use fees, expenses and other costs payable under the Loan Documents, inclusive of the fees and disbursements of counsel, including an estimate of such expenses and other costs), it being understood that Schedule 1 also sets forth the per diem amount of such interest, non-use fees and Letter of Credit fees for

each day after the date hereof that the Obligations remain outstanding. Payments received after 1:00 p.m. (Chicago time) shall be deemed to have been received on the following Business Day.

2. Payment in full of the Payoff Amount shall be made on the date hereof or payment in full of the Payoff Amount plus the per diem amount shall be made on the day following the date hereof; in each case, by wire transfer of immediately available funds in an amount equal to the Payoff Amount to:

Name: GECC/CAF Depository  
Bank: Bankers Trust Company  
90 Hudson St.  
Jersey City, NJ 07302  
ABA #: 021-001-033  
Account Name: 50-232-854  
Reference: CFN4829 FIRST TEXAS PRODUCTS

3. The Borrowers (a) acknowledge that the Agent may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to the Agent (or depository banks forwarding funds to Agent) by the Borrowers, their Subsidiaries or their customers and deposited by the Borrowers for collection, and the amount of which checks and similar instruments have nevertheless been credited to the Borrowers in computing the Payoff Amount; (b) agree to reimburse and pay the Agent, for the pro rata benefit of the Secured Parties, or cause the Agent to be so reimbursed or paid promptly upon our demand, the full face amount (plus protest or other bank charges) of any such checks or similar instruments heretofore delivered to the Agent (or depository banks forwarding funds to Agent) by the Borrowers, their Subsidiaries or their customers, which may hereafter be dishonored or returned unpaid for any reason whatsoever; (c) agree to reimburse and pay the Secured Parties for any fees and expenses which they may have incurred or may have now or hereafter incurred in connection with the transactions contemplated by the Loan Documents which have not as yet been reflected in the Borrowers' loan account (the "Loan Account"), which the Borrowers are, or may be, required to bear pursuant to the Loan Documents; (d) agree to reimburse the Secured Parties for any bookkeeping, accounting or other errors in calculation of the Borrowers' Loan Account requiring an adjustment thereto; and (e) agree to indemnify and hold the Secured Parties harmless from and against any and all loss, liability or damage whatsoever by reason of claims made under clauses (a) through (d) hereof.

4. The parties hereto agree that no further advances may be made or requested under the Credit Agreement on or after today and no further Letters of Credit may be requested or issued under the Credit Agreement on or after today.
5. Subject to the provisions of this letter agreement, effective upon receipt by the Agent and the Banks of payment in full of the Payoff Amount in immediately available funds, (a) the Commitments, the Credit Agreement and each of the other Loan Documents shall terminate and (b) the Agent shall be deemed to have automatically released, and the Agent hereby agrees to so release, all of its liens on and security interests in and control arrangements related to any and all Collateral granted in connection with the Credit Agreement and the other Loan Documents (and shall deliver to the Borrowers (i) an express authorization from Agent or Agent's counsel authorizing the Borrowers to file any and all UCC-3 termination statements previously prepared and delivered to the Agent by the Borrowers to release and terminate such liens and security interests and (ii) certificates representing shares of stock or other equity interests belonging to the Guarantors (as defined in the Parents Guaranty) that have been pledged and delivered to Agent and (iii) the originals of all instruments, executed by the Borrowers and delivered to the Agent, evidencing any indebtedness under the Credit Agreement.
6. Upon the termination of the Loan Documents pursuant to paragraph 5 above, all rights, duties, commitments and other obligations of the parties thereto (including, without limitation, the Borrowers, the Guarantors (as defined in the Parents Guaranty), the Banks and the Agent) arising under or in connection with the Loan Documents shall terminate except that each indemnity and expense reimbursement provision in the Credit Agreement or any of the other Loan Documents shall survive the termination of the Loan Documents.
7. In consideration for the release of the Borrowers and the Guarantors (as defined in the Parents Guaranty) contained herein, the Borrowers, on behalf of themselves and their Affiliates, hereby release, discharge and acquit the Secured Parties and their respective officers, directors, agents, employees and their respective successors and assigns from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that the Borrowers or any of their Affiliates at any time had or has, or that they or their respective successors or assigns hereafter have or may have against Secured Parties and their respective officers, directors, agents or employees and their respective

successors and assigns, directly or indirectly arising out of or in any way related to the Loan Documents or any transactions thereunder.

8. The Agent hereby agrees to execute and deliver to the Borrowers at the Borrowers' expense such instruments and documents which are reasonably requested by the Borrowers, for the purpose of effectuating the intent of this Letter Agreement.
9. If the Payoff Amount is not received by 1:00 PM (Chicago time) on December 19, 2003, this Letter Agreement shall be null and void.

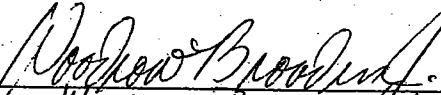
This Letter Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute but one and the same Letter Agreement.

[Signature Page Follows]

This Letter Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

Very truly yours,

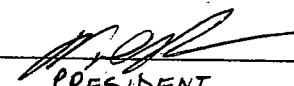
**GENERAL ELECTRIC CAPITAL CORPORATION**

By:   
Name: Woodrow Broadens Jr  
Title: Duly Authorized Signatory

ACKNOWLEDGED AND AGREED:

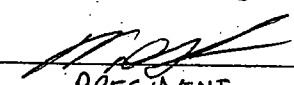
**FIRST TEXAS PRODUCTS, L.P.,**  
as Borrower

By: **First Texas Products Corporation,**  
a Texas corporation and its sole  
general partner

By:   
Title: PRESIDENT

**JNL TRADING COMPANY, L.P.,**  
as Borrower

By: **FTP Holdings II, Inc.,** a Delaware  
corporation and its sole general partner

By:   
Title: PRESIDENT

[Signature Page to Pay Off Letter]

**SCHEDULE 1**

**Calculation of Payoff Amount**

Revolver - Principal	\$	-	
Revolver - Interest	\$	1,475.56	
Revolver - Unused fees	\$	<u>903.78</u>	
Total Revolver			\$ 2,379.34
Term Loan - Principal	\$	4,545,594.57	
Term Loan - Interest	\$	<u>10,164.42</u>	
Total Term Loan			\$ 4,555,758.99
Legal Fees			\$ 3,000.00
Total Payoff as of 12/15/2003:			<u>\$ 4,561,138.33</u>

\$774.64 per diem interest and fees, if Obligations are not paid in full by 1:00 p.m. CST on December 15, 2003.



SCHEDULE I  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN  
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS  
Including Mark Reg. No. and Date

The following table lists registered trademarks used by First Texas Products:

**FIRST TEXAS PRODUCTS, L.P.**

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
<b>AUTO TRAC</b>						
UNITED STATES	T13293	7/5/1991	74/182,389			ABANDONED
<b>BOUNTY HUNTER (WORDS)</b>						
EUROPEAN	T27254EU0					PROPOSED
UNITED STATES	T27254US1	8/25/1998	75/542,662	9/28/1999	2,281,544	REGISTERED
<b>BOUNTY HUNTER DESIGN</b>						
UNITED STATES	T27254US0	8/25/1998	75/542,129	10/19/1999	2,287,771	REGISTERED
<b>DISCOVERY</b>						
UNITED STATES	T33420US0					PROPOSED
<b>DUAL TRAC</b>						
UNITED STATES	T13292	7/5/1991	74/182,581	7/7/1992	1,698,891	ABANDONED
<b>GROUNDTRAC</b>						
UNITED STATES	T13291	7/5/1991	74/182,580	7/7/1992	1,698,890	REGISTERED
<b>GUARDIAN</b>						
UNITED STATES	T33328US0	6/4/2002	76/417,882			PENDING
<b>LAND RANGER</b>						
UNITED STATES	T31591US0	11/20/2001	76/340,045	4/15/2003	2,706,422	REGISTERED
<b>LAND STAR</b>						
UNITED STATES	T31592US0	11/7/2001	76/334,949	7/2/2002	2,588,504	REGISTERED
<b>PIONEER</b>						
UNITED STATES	T31424US0	11/7/2001	76/334,850			PENDING
<b>QUICK DRAW</b>						
UNITED STATES	T31590US0	11/7/2001	76/335,067	2/25/2003	2,690,254	REGISTERED
<b>SENTRON</b>						

UNITED STATES	T27254US3	10/28/1996	75/193,119	11/11/1997	2,112,232	ABANDONED
<b>SHARP SHOOTER</b>						
UNITED STATES	T31593US0	11/7/2001	76/334,948	6/25/2002	2,585,374	REGISTERED
<b>SMART TRAC</b>						
UNITED STATES	T27254US4	10/28/1996	75/193,118	1/6/1998	2,126,995	REGISTERED
<b>TEKNETICS &amp; DESIGN</b>						
UNITED STATES	T27254US2	8/25/1998	75/542,130	11/16/1999	2,292,558	REGISTERED
<b>TIME MACHINE</b>						
UNITED STATES	T27254US8	2/13/1995	74/634,457	12/26/1995	1,944,268	ABANDONED
<b>TIME RANGER</b>						
UNITED STATES	T27254US6	7/3/1996	75/129,688	8/5/1997	2,085,749	REGISTERED
<b>TIME TRAVELER</b>						
UNITED STATES	T27254US5	10/28/1996	75/193,113	11/18/1997	2,114,044	ABANDONED
<b>TRACKER</b>						
UNITED STATES	T27254US7	7/25/1995	74/705,955	7/1/1997	2,074,956	REGISTERED
<b>TREASURE TRACKER</b>						
UNITED STATES	T08053	10/31/1977	73/146,719	9/2/1980	1,139,177	ABANDONED
<b>WELLS FARGO</b>						
UNITED STATES	T07209				496,090	ABANDONED

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

SCHEDULE III  
to  
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN

PATENT REGISTRATIONS

A. REGISTERED PATENT

Patent No. 4,470,015 covering the low end detector line

Patent No. 4,677,384 – covering the Company's system of doing Target Identification, both visual and 3-Tone Audio with exceptional depth performance

B. PATENT APPLICATIONS

None

C. PATENT LICENSES

None