

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office

Pre-paid Acct. # \_\_\_\_\_

2. Name and Address of Debtor (Last Name First if a Person)

Rainbow Technology Corporation  
P.O. Box 26445  
Birmingham, Al 35226

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

☐ Additional debtors on attached UCC-E

3. SECURED PARTY (Last Name First if a Person)

First Commercial Bank  
P.O. Box 11746  
Birmingham, Alabama 35202-1746

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

Protective Life Insurance Company  
P. O. Box 2606  
Birmingham, Al 35202

5. ☒ This statement refers to original Financing Statement bearing File No. 026622

Filed with Judge of Probate, Shelby County

Date Filed Oct. 3, 19 90

6. ☐ Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

7. ☐ Termination. Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

8. ☐ Partial or ☒ Full. The Secured Party's right under the financing statement bearing file number shown above to the property described in item 11 or to all of the property listed on this file, is assigned to the assignee whose name and address appears in item 4.

9. ☐ Amendment. Financing statement bearing file number shown above is amended as set forth in item 11.

10. ☐ Partial Release. Secured Party releases the collateral described in item 11 from the financing statement bearing file number shown above.

10.00

11.

11A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

Check X if covered: ☐ Products of Collateral are also covered.

Rainbow Technology Corporation

Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Debtor(s) (necessary only if item 9 is applicable)

Its:

Type Name of Individual or Business

First Commercial Bank

Signature(s) of Secured Party(ies)

By: [Signature]  
Signature(s) of Secured Party(ies)

Its:

Type Name of Individual or Business

(1) FILING OFFICER COPY — ALPHABETICAL  
(2) FILING OFFICER COPY — NUMERICAL

(3) FILING OFFICER COPY — ACKNOWLEDGEMENT  
(4) FILE COPY — SECOND PARTY(S)

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-3  
Approved by The Secretary of State of Alabama

STATE OF ALABAMA     )  
                                  )  
SHELBY COUNTY         )

### ASSIGNMENT

**KNOW ALL MEN BY THESE PRESENTS:** that the undersigned **FIRST COMMERCIAL BANK** (the "Assignor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by **PROTECTIVE LIFE INSURANCE COMPANY** (the "Assignee"), the sufficiency of which is hereby acknowledged, does hereby assign, without recourse, but with all warranties pursuant to Section 3-417(2) of the Uniform Commercial Code, unto the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to:

1. The \$840,000 principal amount First Mortgage Industrial Revenue (Rainbow Technology Corporation Project), Series 1990-A Bond (the "Series 1990-A Bond") issued by The Industrial Development Board of the City of Pelham (the "Board");

2. Mortgage Indenture between The Industrial Development Board of the City of Pelham and Assignor dated as of September 1, 1990, and recorded October 3, 1990, in Real 312, Page 633 in the Office of the Judge of Probate of Shelby County, Alabama;

3. The Guaranty Agreement dated as of September 1, 1990 (the "Series 1990-A Company Guaranty"), between the Rainbow Technology Corporation (the "Company") and Assignor, as Mortgagee;

4. The Shareholder Guaranty Agreement dated as of September 1, 1990 (the "Series 1990-Shareholders Guaranty"), between the Larry Joe Steeley, Sr. and Sarah Dean Steeley ("Shareholders") and Assignor, as Mortgagee;

5. ~~UCC Financing Statement filed with the Alabama Secretary of State, State of Alabama (No. \_\_\_\_\_) further securing the Series 1990-A Bond;~~


6. UCC Financing Statement filed with the Judge of Probate of Shelby County, Alabama (No. 026622) further securing the Series 1990-A Bond;

7. Opinion Letter of Messers. Steiner, Byars, Haskell, Slaughter, Young & Johnston and Howard Donovan regarding the issuance and validity of the Series 1990-A Bond and securing documents;

8. All of the certificates, resolutions, agreements and other documents executed and in connection with the issuance by the Board of the Series 1990-A Bond or to secure payment of the Series 1990-A Bond.

IN WITNESS WHEREOF, First Commercial Bank, by its duly authorized officer, has caused this Assignment to be executed on this the 12<sup>th</sup> day of July, 1991.

**FIRST COMMERCIAL BANK**

By:   
Its Assistant Vice President

Date of Execution: July 12, 1991

ATTEST:

By:   
Its AVP


[SEAL]

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul B. Wallace, whose name as Asst Vice President of **FIRST COMMERCIAL BANK**, an Alabama banking corporation having its principal office in Birmingham, Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 12<sup>th</sup> day of July, 1991.

[NOTARIAL SEAL]

  
Notary Public

My Commission Expires: 6-2-92

**EXHIBIT A**

**to  
FINANCING STATEMENT  
filed by  
RAINBOW TECHNOLOGY CORPORATION,  
as Debtor,  
and  
THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF PELHAM,  
as Secured Party**

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The collateral covered by the Financing Statement of which this Exhibit A forms a part consists of all items (whether or not fixtures) of machinery, equipment, furniture, furnishings, or other personal property which now are or shall hereafter become by the terms of the "security agreement" hereinafter referred to part of the "Equipment" as therein defined and which, as such "Equipment", shall be subject to the lien or demise of said "security agreement". The said "security agreement" consists of a Lease Agreement dated as of September 1, 1990, between The Industrial Development Board of the City of Pelham (the "Secured Party") and Rainbow Technology Corporation (the "Debtor"). An assignment of the interest of the Secured Party in said Lease Agreement has been made to First Commercial Bank under a Security and Indenture Agreement dated as of September 1, 1990. The items (whether or not fixtures) of machinery, equipment, furniture, furnishings and other personal property covered by this Financing Statement are to be located in or about the land specifically described on Attachment No. 1 of this Financing Statement. The execution and filing of this Financing Statement in no way constitutes an admission that the collateral covered by this Financing Statement is not part of an industrial development board financing specifically exempted from the Alabama Uniform Commercial Code by the provisions of Section 9-104 thereof.



**ATTACHMENT NO. 1**

**to  
EXHIBIT A  
forming a part of the  
FINANCING STATEMENT  
filed by  
RAINBOW TECHNOLOGY CORPORATION,  
as Debtor,  
and  
THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF PELHAM,  
as Secured Party**

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The following described parcel of land situated in Shelby County, Alabama, described as follows:

Part of Block 2 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Probate Office of Shelby County, Alabama, more particularly described as follows:

Commence at centerline PT Station 43+ 18.73 of Cahaba Valley Parkway; thence run east along the centerline of Cahaba Valley Parkway for 73.40 feet; thence run 90°-00' left and run north for 30.00 feet to the point of beginning; thence continue north along the same course for 300.0 feet to a point on the north boundary of Block 2 of Cahaba Valley Park North; thence 90°-00' right and run east along said boundary line for 171.87 feet to a point on the south line of a 50 feet wide Alabama Power Company right of way; thence 10°-48'-30" left and run northeasterly along said right of way line for 123.29 feet to an angle point; thence run 0°-49'-32" left and run northeasterly along said right of way for 109.28 feet; thence run 101°-38'-02" right and run south for 345.16 feet to a point on the north right of way line of Cahaba Valley Parkway; thence 90°-00' right and run west along said right of way line for 400.0 feet to the point of beginning. Said parcel contains 125,056.284 square feet, more or less.

The record owner of the above-described parcel of real property is The Industrial Development Board of the City of Pelham, a public corporation under the laws of the State of Alabama.