

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

No. of Additional
Sheets Presented: **1**

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

1. Return copy or recorded original to:

CSC NETWORKS/PHL&FS
1455 RESPONSE ROAD
SACRAMENTO, CA 95815

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

RAM Mobile Data USA Limited Partnership
ATTN: General Counsel, 10 Woodbridge Center Drive
Woodbridge, NJ 07095

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. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

Ericsson Inc., as Agent
ATTN: VP and CFO, 740 E. Campbell Road
Richardson, TX 75081

Social Security /Tax ID#

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

All right, title and interest of Debtor whether now owned or hereafter acquired in and to equipment, fixtures, inventory, accounts, general intangibles, instruments, proceeds, and other property as set forth on Exhibit A attached hereto.

5A. 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.

CSC#/GIBDC1/96-000109/1/5 AL:Shelby County

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
- ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
- ☐ which is proceeds of the original collateral described above in which a security interest is perfected.
- ☐ acquired after a change of name, identity or corporate structure of debtor
- ☐ as to which the filing has lapsed.

RAM Mobile Data USA Limited Partnership

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ 214,835.59

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature - see Box 6)

Ericsson Inc., as Agent

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

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

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by the Secretary of State of Alabama

EXHIBIT A

This Financing Statement covers all of the Debtor's right, title, and interest in and to all assets of Debtor, now owned or hereafter acquired by the Debtor (the "Collateral"). The Collateral consists of the following types of property:

(a) All equipment, fixtures, attachments, partitions, inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, including, without limitation, data transmission switching equipment, radio base station equipment, modems, terminals, other subscriber equipment, and all other tangible personal property of whatsoever kind now or any time hereafter owned or acquired by Debtor, wherever located and all products thereof whether in possession of Debtor or whether located elsewhere; and

(b) All general intangibles relating to Debtor's business operations, including, but not limited to all names under which or by which Debtor's business operations may at any time be owned and operated under any such names or any variant thereof, all goodwill in any way relating to Debtor or its business operations, all permits, licenses, operating licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with Debtor's operations, its business plan, or the Acquisition Agreement dated as of January 21, 1992, executed by and among Debtor, its subsidiaries, RAM Broadcasting Corporation, and RAM Mobile Data USA Limited Partnership, as amended, and all materials prepared for filing or filed with any local, state or federal court, agency, or other judicial, executive, legislative or regulatory instrumentality, and

(c) All accounts, deposit accounts, accounts receivable, instruments, documents, documents of title, general intangibles, pledges for payment, rights to payment of every kind, and all of Debtor's rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses, and bonds now or anytime hereafter arising from Debtor's business operations, including, without limitation, that certain Restated Equity Agreement dated as of July 1, 1995, by and among Debtor, Nordbanken, a Swedish banking corporation, Telefonaktiebolaget LM Ericsson, a Swedish corporation, and others, as amended; and

(d) All present and future proceeds, insurance proceeds, profits, and products of, accessions, attachments, and other additions to, substitutes and replacements for, and accounts, contract rights, general intangibles, chattel paper, documents, instruments, proceeds, and other rights arising from or by virtue of the sale, lease, rent or disposition of, all or any part of the collateral described in above. Such proceeds shall include any of the foregoing specifically described property of Debtor acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles located on the Land, as those terms are defined in Article 9.

This financing statement covers the foregoing Collateral to the extent, and only to the extent, the Debtor has an interest in the Collateral.

DA961370.019/4

Inst # 1997-00248

01/03/1997-00248
10:45 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 HCD 338.35