

**STATE OF ALABAMA - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
FORM UCC-1 ALA.**

<input type="checkbox"/> 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.
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1. Return copy or recorded original to:
 Thomas C. Clark III, Esq.
 Maynard, Cooper & Gale, P.C.
 1901 6th Avenue North, Suite 2400
 Birmingham, AL 35203-2602

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

Pre-paid Acq. # _____

2. Name and Address of Debtor (Last Name First if a Person)
 Rainbow Technology Corporation
 261 Cahaba Valley Parkway
 Pelham, Alabama 35124

Social Security/Tax ID # _____

FILED WITH: Judge of Probate of Shelby County, Alabama

Inst. # 1997-11914
 04/17/1997 11:22 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 005 MCD 21.00

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)
 National Bank of Commerce of Birmingham
 Post Office Box 10686
 Birmingham, Alabama 35202
 Attention: Mr. William E. Matthews, V

Social Security/Tax ID # _____

4. ASSIGNEE OF SECURED PARTY (If any)(Last Name First if a Person)

Additional secured parties on attached UCC-E

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

All types (or items) of property described on Schedule I attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached hereto and made a part hereof. The Debtor is a record owner of a leasehold estate in the Land.

* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered

5 0 0	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Check X if covered Products of Collateral are also covered

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.

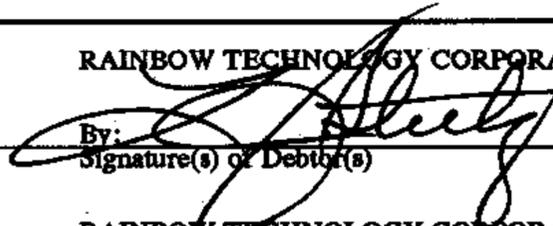
7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ _____

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

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)

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

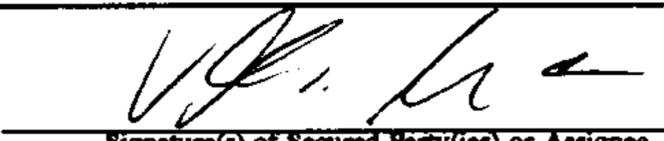
RAINBOW TECHNOLOGY CORPORATION

By:  Its: Chairman

Signature(s) of Debtor(s)

RAINBOW TECHNOLOGY CORPORATION

Type Name of Individual or Business



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

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

Type Name of Individual or Business

3196748

**SCHEDULE I
TO
FINANCING STATEMENT**

This financing statement covers the following items (or types) of property:

(a) **Rights Under Ground Lease.** (1) That certain Lease Agreement dated September 1, 1990, between The Industrial Development Board of the City of Pelham, as lessor (the "Ground Lessor", whether one or more), and the Borrower, as lessee, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 312, page 578 (the "Ground Lease") and the Borrower's leasehold estate and interest under the Ground Lease in and to land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and the tenements, hereditaments, easements, rights-of-way, rights (including mineral, water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title, interest of the Borrower in, to or under the Ground Lease in any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of Borrower at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter collectively called the "Land"); (2) all other rights, titles and interests under the Ground Lease in and to the Land, or any part thereof, including any reversions and remainders in and to the Borrower's interest in the Land; and (3) all right, title and interest of the Borrower in and to (A) all modifications, extensions, renewals, supplements and restatements of the Ground Lease; (B) all credits and deposits made thereunder; (C) all options and rights to renew or extend the same, including the options contained in Article XI of the Ground Lease; (D) all options and rights to purchase or of first refusal with respect to the Land, or any part thereof, including the options and rights contained in Article XI of the Ground Lease; and (E) all other titles, estates, options, privileges, interests and rights that the Borrower may now have or hereafter acquire in and to the Land and the Ground Lease, including the right of the Borrower to possession under Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") in the event of the rejection of the Ground Lease by the Ground Lessor or its trustee pursuant to said section, the right to exercise options, give consents, modify, extend or terminate the Ground Lease, the right to surrender the Ground Lease, reject the Ground Lease or elect to treat the Ground Lease as rejected or to remain in possession under Section 365 of the Bankruptcy Code, and the right to receive all deposits and other amounts payable to Borrower under the Ground Lease.

(b) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements

thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of a leasehold estate in the Land, and the record owner of the Land is the Ground Lessor.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

(Land Description)

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 the 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 deg. 00 min. 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 deg. 00 min. right and run East along said boundary line for 171.87 feet to a point on the South line of a 50 foot wide Alabama Power Company right of way; thence 10 deg. 48 min. 30 sec. left and run Northeasterly along said right of way line for 123.29 feet to an angle point; thence run 0 deg. 49 min. 32 sec. left and run Northeasterly along said right of way for 109.28 feet; thence run 101 deg. 38 min., 02 sec. right and run South for 345.16 feet to a point on the North right of way line of Cahaba Valley Parkway; thence 90 deg. 00 min. right and run West along said right of way line for 400.0 feet to the point of beginning; being situated in Shelby County, Alabama.

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