

REC'D  
6-24-98

06-26-1998

FEET

Tab settings



To the Honorable Commissioner of Patents

100747377

Send original documents or copy thereof.

1. Name of conveying party(ies):

INTERLINK COMMUNICATIONS, INC.

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

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

2. Name and address of receiving party(ies)

Name: GORDON BROTHERS CAPITAL, LLC

Internal Address: NATALIE JACOBSON

Street Address: 126 E. 56th ST, 21st Floor

City: NEW YORK State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY

If assignee is not domiciled in the United States, a domestic representative designator 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 29, 1998

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

SEE ATTACHED PAGE

Additional numbers attached?  Yes  No

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

Name: LAWRENCE S. GOLDBERG, ESQ.

Inter: Return To

National Corporate Research, LTD.

225 W. 34th St., Suite 910

New York, N.Y. 10122

Stre: (800) 221-0102 (212) 947-7200

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 2650.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

GRANT BUERSTETTER  
Name of Person Signing

Grant Buerstetter  
Signature

6/17/98  
Date

Total number of pages including cover sheet, attachments, and document: 5

RECEIVED  
JUN 23 1998  
ASST. DIR. OF REG. & COMM. AFFS.  
6/25/1998  
01 FC 481  
02 FC 482

RECORDATION FORM COVER SHEET  
TRADEMARKS

Item 4.B.

	<u>Registration No.</u>	<u>Date of Mark Registration</u>
Equastar	1,394,371	May 20, 1986
Equatorial	1,263,498	January 10, 1984
Equatorial and Design	1,228,254	February 22, 1983
Equatorial and Design	1,319,036	February 12, 1985
Radiolink (Stylized)	1,799,093	October 19, 1993
Radiolink	1,803,094	November 9, 1993

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, INTERLINK COMMUNICATIONS, INC., a Delaware corporation (the "Grantor"), has adopted, used and is using the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, has entered into a General Security Agreement dated May 29, 1998 (as amended or otherwise modified from time to time, the "Security Agreement") in favor of Gordon Brothers Capital, LLC, a Delaware limited liability company (the "Creditor");


WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Creditor and granted to the Creditor a security interest in all right, title and interest of the Grantor in, to and under the Trademarks together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, the Grantor does hereby collaterally assign and transfer unto the Creditor and grants to the Creditor a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Creditor with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 29, 1998.

INTERLINK COMMUNICATIONS, INC.

By:   
Name: TODD M. BINET  
Title: VICE PRESIDENT


TRADEMARK  
REEL: 1745 FRAME: 0171

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 29 day of May, 1998, before me personally came Todd M. Bine, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Interlink Communications, Inc., a Delaware corporation, and that he executed the foregoing instrument in the name of Interlink International, Inc. and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said for the uses and purposes therein mentioned.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**LAWRENCE S. GOLDBERG**  
Notary Public, State of New York  
No. 31-4715854  
Qualified in New York County  
Commission Expires February 28, 1999

SCHEDULE I TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK APPLICATIONS)

Common law trademark rights to the following: MineLink and iNTERLiNK

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