

10-08-1998

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09-29-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #54

100846595

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

10/08/1998 TTOM11 00000005 1794783

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 575.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1796 FRAME: 0138

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☒ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐


No ☐

**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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing



Signature

9/29/98

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party  
Enter Additional Conveying Party



☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

09-29-1998

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #54

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

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2106728	<input type="text"/>	<input type="text"/>
2108119	<input type="text"/>	<input type="text"/>

## **TRADEMARK SECURITY AGREEMENT**

**WHEREAS**, LOWRANCE ELECTRONICS, INC., a Delaware corporation (the "Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule I annexed hereto, and is a party to the trademark licenses listed on Schedule I annexed hereto; and

**WHEREAS**, the Grantor, LEI Extras, Inc. ("LEI"), Lowrance Contracts, Inc. ("Contracts"), Lowrance Australia Pty Limited (collectively, the "Original Borrowers") and Fleet Capital Corporation, a Rhode Island corporation (the "Grantee"), successor-in-interest by merger to Fleet Capital Corporation, a Connecticut corporation, formerly known as Shawmut Capital Corporation, successor in interest by assignment to Barclays Business Credit, Inc., are parties to that certain Loan and Security Agreement dated December 15, 1993, as amended by (i) that certain First Amendment to Loan and Security Agreement, dated October 16, 1995, by and among the Original Borrowers, Sea Electronics, Inc. ("Sea") and the Grantee; (ii) that certain Second Amendment to Loan and Security Agreement, dated November 1, 1996, by and among Grantor, LEI, Contracts, Sea and Grantee; (iii) that certain Third Amendment to Loan and Security Agreement, dated December 30, 1996, by and among Grantor, LEI, Contracts, Sea and Grantee; (iv) that certain Fourth Amendment to Loan and Security Agreement, entered into effective as of April 1, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; (v) that certain Fifth Amendment to Loan and Security Agreement, entered into effective as of August 25, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; (vi) that certain Sixth Amendment to Loan and Security Agreement and Certain Other Loan Documents, entered into effective as of August 28, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; (vii) that certain Seventh Amendment to Loan and Security Agreement, entered into effective as of November 1, 1997, by and among Grantor, LEI, Contracts, Sea and Grantee; and (viii) that certain Eighth Amendment to Loan and Security Agreement, dated December 9, 1997, executed by and among Grantor, LEI, Contracts, Sea and Grantee (as amended, the "Loan Agreement"), providing for extensions of credit to be made to the Grantor by the Grantee; and

**WHEREAS**, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Grantee a security interest in all of the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

1. each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
2. each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule I annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule I and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 18th day of August, 1998.

Acknowledged:

FLEET CAPITAL CORPORATION

LOWRANCE ELECTRONICS, INC.

By: Hance Van Ber  
Name: HANCE VAN BERGER  
Title: S. U. P.

By: Darrell J. Lowrance  
Darrell J. Lowrance, President

**ACKNOWLEDGMENT**

STATE OF Oklahoma §  
COUNTY OF Tulsa § ss.  
§

On the 18th day of August, 1998 before me personally appeared Darrell J. Lowrance, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the President of Lowrance Electronics, Inc., who being by me duly sworn, did depose and say that he is the President of Lowrance Electronics, Inc., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

James P. Lowrance  
Notary Public

My commission expires:

September 5, 1999

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Trademark Number</u>	<u>Issue Date</u>	<u>Trademark</u>	<u>Renewed</u>	<u>Next Renewal</u>
1,794,783	09/28/93	GlobalNav		09/28/03
1,794,784	09/28/93	Ultravision		09/28/03
1,797,638	10/12/93	UltraNav		10/12/03
1,806,696	11/23/93	Supra I.D.		11/23/03
1,813,403	12/28/93	Eagle & Design (Eagle head in E.)		12/28/03
2,010,665	10/22/96	IMS SmartMap		10/22/06
2,013,279	11/05/96	Sea Electronics		11/05/06
2,013,278	11/05/96	Sea Electronics and Design		11/05/06
2,027,443	12/31/96	Moving Map		12/31/06
2,044,135	03/11/97	Eagle View		03/11/07
2,047,361	03/25/97	MagnaView		03/25/07
2,058,782	05/06/97	Ultra		05/06/07
2,074,915	07/01/97	SeaNav		07/01/07
2,106,729	10/21/97	Lowrance Avionics		10/21/07
2,106,728	10/21/97	Lowrance Avionics Logo & Design		10/21/07
2,108,119	10/28/97	SeaView		10/28/07

**TRADEMARKS PENDING**

<u>Trademark Number</u>	<u>Trademark</u>	<u>Status</u>	<u>Renewed</u>	<u>Next Renewal</u>
	AccuMap	Pending		
	AccuMap Sport	Pending		
	AirMap	Pending		
	Eagle Explorer	Pending		
	Eagle Eye	Pending		
	FloatDucer	Pending		
	OPTIMA	Pending		
	Ultra Classic	Pending		

9111.133:50610.01 (131u01!)

**TRADEMARK**  
**REEL: 1796 FRAME: 0143**

# INTERNATIONAL TRADEMARKS

<u>Trademark Number</u>	<u>Issue Date</u>	<u>Trademark</u>	<u>Status</u>	<u>Renewed</u>	<u>Next Renewal</u>
<u>Argentina</u>					
1,596,020	04/10/96	Lowrance	Active		04/10/06
<u>Australia</u>					
629,334	05/09/94	Lowrance	Active		05/09/04
629,332	05/09/94	Eagle Device	Active		05/09/04
629,331	05/09/94	Lowrance Avionics	Active		05/09/04
629,335	05/09/94	L-Square	Active		05/09/04
629,333	05/09/94	Eagle	Active		05/09/04
<u>Chile</u>					
463,887	07/08/96	Lowrance	Active		07/08/06
<u>China</u>					
		Lowrance	Pending		
		Eagle + Design (wing design to side)	Pending		
<u>Columbia</u>					
182,275	12/27/95	Lowrance	Active		12/27/05
<u>France</u>					
1,492,326	10/06/88	L-Sq, Lowrance	Active		10/06/98
<u>Germany</u>					
		EAGLE	Pending		
<u>Netherlands - Benelux</u>					
573,990	05/02/96	L-Square	Active		05/22/06
573,992	05/02/96	Lowrance	Active		05/22/06
573,993	05/02/96	Eagle	Active		05/22/05
573,991	05/02/96	Eagle + Design (wing design to side)	Active		05/22/05

9111.133:50610.01 (131u01!)

TRADEMARK  
REEL: 1796 FRAME: 0144

New Zealand

244,323	12/22/94	Lowrance	Active	12/22/01
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Russia

Lowrance	Pending
Eagle + Design	Pending
(wing design to side)	

South Africa

90/4444		Lowrance	Active	06/01/00
90/4443	08/07/97	Eagle + Design	Active	06/01/00
		(wing design to side)		

Sweden

308,890	02/16/96	Lowrance	Active	02/16/06
319,110	11/08/96	Eagle & Design	Active	11/08/06
		(wing design to side)		

United Kingdom

2,022,175	05/25/95	Lowrance	Active	05/25/05
2,022,176	05/25/95	L-Square	Active	05/25/05
2,022,179	05/25/95	Eagle	Active	05/25/05
2,022,177	05/25/95	Eagle + Design	Active	05/29/05
		(wing design)		
2,104,042	07/02/96	Lowrance Avionics	Active	07/02/06
2,014,043	07/02/96	Lowrance Avionics & Design	Active	07/02/06

Vietnam

Lowrance	Pending
Eagle + Design	Pending
(wing design to side)	

9111.133:50610.01 (131u01!)