

01-25-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings =>=>=>

To the Honorable Commissione

100949827

original documents or copy thereof.

1. Name of conveying party(ies):

Centurion International, Inc.
3425 North 44th Street
Lincoln, Nebraska 68601

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Nebraska
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: December 30, 1998

2. Name and address of receiving party(ies):

Name: PNC Bank, National Association

Internal Address:

Street Address: Two Tower Center

City: East Brunswick State: NJ ZIP: 08816

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State

☒ Other - National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

SEE ATTACHED A

B. Trademark registration No.(s)

SEE ATTACHED A

Additional numbers attached? ☒ Yes ☐ No

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

Name: Federal Research Corp.

Internal Address:

Street Address: 400 Seventh Avenue, N.W.

Suite 101

City: DC State: DC ZIP: 20004

6. Total number of applications and registrations involved

8

7. Total fee (37 CFR 3.41): \$215.00

- ☐ 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

01/21/1999 DCOATES 00000021 1395543

9. Statement and signature.

40.00 OP

I, the undersigned, declare under penalty of perjury that the foregoing information is true and correct and any attached copy is a true copy of the original document

Daphne E. Schmitt

Name of Person Signing

Daphne E. Schmitt
Signature

January 6, 1999

Date

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

8

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

SCHEDULE A

Schedule A to a Copyright, Patent and Trademark Assignment of Security dated December 30, 1998, by and between Centurion International, Inc. and PNC Bank, National Association.

<u>MARK</u>	<u>REG. NO. OR APPLICATION NO.</u>	<u>Country</u>
Tuf Duck and Design	1,395,543	U.S. ①
Tuf Duck Centurion and Design	1,744,357	U.S. ②
Silent Partner and Design	1,904,907	U.S. ③
Silent Partner	1,875,083	U.S. ④
On Time...At the Right Place...And It'll Work	2,099,411	U.S. ⑤
Tuf Duck Centurion and Design	2,110,279	U.S. ⑥
Ear Com	1,723,470	U.S. ⑦
Tuf Duck	75/319,816 (App. No.)	U.S. ⑧
Tuf Duck	08806/1996	Hong Kong
Tuf Duck Centurion and Design	82,058.121 (App. No.) 00647412 (Trademark No.)	Taiwan, ROC
Silent Partner Design	05419/1995	Hong Kong
Silent Partner and Design	00075/1994 (App. No.)	Hong Kong
Silent Partner Design	00647432	Taiwan, ROC
Silent Partner	00647433	Taiwan, ROC
Silent Partner	2,904,202	Germany
Silent Partner Design	2,076,616	Germany
Silent Partner Design	1,558,257	Britain
Silent Partner	1,558,259	Britain
Silent Partner	306,096	Korea
Silent Partner Design	307,729	Korea

COPYRIGHT, PATENT AND TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Centurion International, Inc., a corporation formed under the laws of Nebraska, located at 3425 North 44th Street, Lincoln, Nebraska 68601 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower owns the patents and patent applications shown in the attached Schedule B (the "Patents"), for which there are recordings or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule B; and

WHEREAS, Borrower owns the copyrights and copyright applications shown in the attached Schedule C (the "Copyrights"), for which there are recordings or applications in the United States Copyright Office under the numbers shown in the attached Schedule C; and

WHEREAS, Borrower is obligated to PNC Bank, National Association ("PNC") and various financial institutions (together with PNC, collectively, the "Lenders") named in or which hereafter become a party to the Loan Agreement (as hereafter defined) and PNC as agent for Lenders (PNC in such capacity, "Agent") located at Two Tower Center, East Brunswick, New Jersey 08816, pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated the date hereof, among Agent, Lenders and Borrower and (ii) a certain Copyright, Patent and Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Agent for the ratable benefit of Agent and Lenders (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for the ratable benefit of Agent and Lenders a security interest in the (a) Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor (b) Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefor and (c) Copyrights, all proceeds and products thereof, all registrations, recordings and applications in connection therewith and all renewals thereof.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign and grant unto Agent for the ratable benefit of Agent and Lenders a security interest in and to the (a) Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor (b) Patents, all proceeds thereof, all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the recordings and applications therefor and (c) Copyrights, all proceeds and products thereof, all registrations, recordings and applications in connection therewith and all renewals thereof, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
December 30, 1998

Witness:

CENTURION INTERNATIONAL, INC.

By: _____

Name:

Its:

Witness:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

W. Brian Daffney

By: Craig Stillwagon

Name: Craig Stillwagon

Its: VP

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
December 30, 1998

Witness:

Thomas M. Cohen

CENTURION INTERNATIONAL, INC.

By: Cary L. Kuck

Name: Cary L. Kuck
Its: President

Witness:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name:
Its:

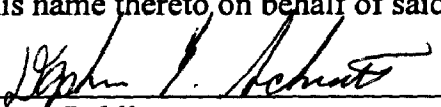
STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of December, 1998, before me personally came Gary Kuck, to me known, who, being by me duly sworn, did depose and say that he is the President of Centurion International, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of December, 1998, before me personally came Craig Stillwagon, to me known, who, being by me duly sworn, did depose and say that he is the VP of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.



Notary Public

DAPHNE E. SCHMITT
Notary Public, State of New York
No. 5008515
Qualified in Onondaga County
My Commission Expires February 22, 1999

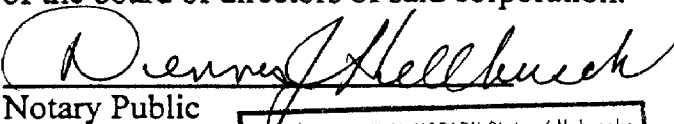
SCHEDULE B

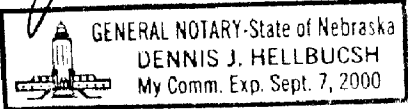
Schedule B to a Copyright, Patent and Trademark Assignment of Security dated December 30, 1998 by and between Centurion International, Inc. and PNC Bank, National Association.

<u>TITLE</u>	<u>COUNTRY</u>	<u>ISSUE OR FILING DATE</u>	<u>APPLICATION OR PATENT NO.</u>
Retractable Antenna	Australia		9653875
Retractable Antenna	WIPO/ PCT		PCT/ 9633522
Integrated Matched Antenna Structures Using Printed Circuit Techniques	Australia		9739714
Integrated Matched Antenna Structures Using Printed Circuit Techniques	WIPO/ PCT		WO 98/ 07208
Integrated Matched Antenna Structures Using Printed Circuit Techniques	WIPO/ PCT		PCT 97/ 13815
Retractable Antenna with Matching Circuit for Cellular Telephone	WIPO/ PCT		WO 97/ 23014
Retractable Antenna with Matching Circuit for Cellular Telephone	Australia		9712882
Retractable Antenna with Matching Circuit for Cellular Telephone	Britain		2,324,658
Antenna for Wireless Communications Using PCMCIA	WIPO/ PCT		WO 97/ 07557
Antenna for Wireless Communications Using PCMCIA	Australia		9646908
Antenna for Wireless Communications Using PCMCIA	Europe		EP 845159
Antenna for Wireless Communications Using PCMCIA	Brazil		95/10634.0

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 31 day of December, 1998, before me personally came Gary Kuck, to me known, who, being by me duly sworn, did depose and say that he is the President of Centurion International, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.


Notary Public



STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this ____ day of December, 1998, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Notary Public

Antenna for Wireless Communications Using PCMCIA	Europe	95/944563.6
Antenna for Wireless Communications Using PCMCIA	WIPO/ PCT	95/17041
Retractable Antenna For Portable Communication Device	Europe	EP 821834
Retractable Antenna	WIPO/ PCT	PCT 96/ 04827
Retractable Antenna	Hong Kong	98/111265.8
Retractable Antenna	Brazil	96/08110.4
Retractable Antenna	China	96/194839.6
Retractable Antenna	Europe	96/910774.7
Retractable Antenna	Japan	531786/96
Broadband Antenna	U.S.	5,300,940
Retractable Antenna	U.S.	5,594,457
Antenna Adaptor for Portable Cellular Telephone	U.S.	5,524,284
Coil Molding Apparatus and Method	U.S.	08/807,660
PCMCIA Antenna for Wireless Communications	U.S.	5,646,635
Antenna	U.S.	D399,211
Retractable Antenna for a Cellular Telephone	U.S.	5,717,408
Retractable Antenna	U.S.	5,686,927
Radio with Antenna Connector	U.S.	5,659,889
Method of Assembling an Antenna and Overmolding the Same with a Thermoplastic Material	U.S.	5,836,072

SCHEDULE C

Schedule C to a Copyright, Patent and Trademark Assignment of Security dated December ³⁰, 1998 by and between Centurion International, Inc. and PNC Bank, National Association.

REG. NO.

TX1710425

TX1625445

TX1381880

TX1268961

TX923920

TX923919

TX923918