

02-26-1999

Form PTO-1594
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100973761

To the Honorable Commissioner of Patents and Trademarks

Send original documents or copy thereof.

1. Name of conveying party(ies): Power Ten
☐ Individuals ☐ Association
☐ General Partnership - ☐ Limited Partnership
☒ Corporation- California ☐ Other
 Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒

2. Name and address of receiving party(ies):
 Name: Bankers Trust Company
 Internal Address: One Bankers Trust Plaza
 Street Address: 130 Liberty Street
 City: New York State: New York ZIP: 10006

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Collateral Agent

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

3. Nature of conveyance:
 Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
 Release

Execution Date: 5/28/98

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 75/318887

Trademark Registration No.(s)\

Additional numbers attached? Yes ☐ No ☒

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Meredith Schorr
 Internal Address: 1155 Avenue of the Americas, Room 2732

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$40.00
☒ Enclosed (enclosed with original submission)
 Authorized to be charged to deposit account

Street Address:
 City: New York State: NY ZIP: 10036
 Client/matter 1104031-0036 -Andrew Walker

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.

Meredith Schorr

Name of Person Signing

Signature

2/23/99

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Power Ten, a California corporation (the "Grantor") with principal offices at 120 Knowles Drive, Los Gatos, CA 95030, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of February 3, 1998 and amended and restated as of May 29, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to

the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

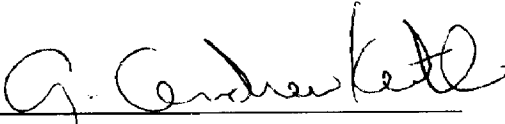
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the

28th day of May, 1998.

POWER TEN, Grantor

By 
Name:
Title:

BANKERS TRUST COMPANY,
as Collateral Agent, Grantee

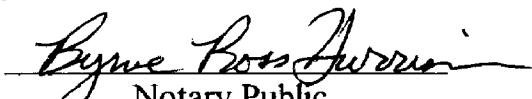
By 
Name: **G. ANDREW KEITH**
Title: **VICE PRESIDENT**

STATE OF NEW YORK)
) ss.:

COUNTY OF NEW YORK)

On this 28th day of May, 1998, before me personally came _____

Keith Oster who, being by me duly sworn, did state as follows: that he is
Assistant Secretary of Power Ten, that he is authorized to execute the foregoing Grant on behalf
of said corporation and that he did so by authority of the Board of Directors of said corporation.

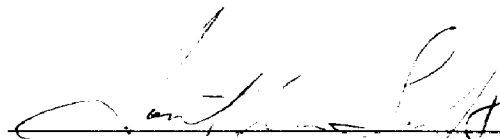

Notary Public

BYRNE ROSS HARRISON
Notary Public, State of New York
No. 01HA5064564
Qualified in New York County
Commission Expires Aug. 19, 1998

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

On this 28 day of May, 1998, before me personally came Andrea
Keith who, being by me duly sworn, did state as follows: that [s]he is
Vice President of Bankers Trust Company that [s]he is authorized to execute the
foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of
Directors of said corporation.

JONATHAN SENFT
Notary Public, State of New York
No. 01SE6005682
Qualified in New York County
Commission Expires April 20, 2007


Notary Public

SCHEDULE A

Trademark

Serial No.

File Date

“Power Ten Inc. and Design”

75/318887
PENDING

7/3/97