



2-19-99

03-05-1999

1

Form PTO-1594 (Rev. 6-93) REC-1  HEET  RCE
 OMB No. 0651-0011 (exp. 4/94) 100979695 02-19-1999 office
 To the Honorable Commissioner of Patents and Trademarks the attached U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34 of

1. Name of conveying party(ies):
 THE MINER GROUP, LIMITED

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

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

2. Name and address of receiving party(ies):
 GENERAL ELECTRIC CAPITAL CORPORATION
 10 South LaSalle
 Suite 2800
 Chicago, IL 60603

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of New York
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 3, 1998

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)

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No(s). See attached sheet B. Trademark Registration No(s). See attached sheet

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

Jon M. Powers
 Faegre & Benson LLP
 2200 Norwest Center
 90 South Seventh Street
 Minneapolis, Minnesota 55402

6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41)..... \$715.00

Enclosed
 Authorized to be charged to deposit account for underpayment

03/03/1999 JSHADAZZ 00000032 75507394
 01 FC:481 40.00 OP
 02 FC:482 675.00 OP

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

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

Jon M. Powers, #P43,868 Jon M Powers 2/19/99
 Name of person signing Signature Date

Atty Docket No.: 50870-215643

Total number of pages including cover sheet, attachments, and document: 8

Attached sheet
Recordation Form Cover Sheet

Trademark Application Numbers

75/507,394

75/414,441

Trademark Registration Numbers

2,114,458

2,119,655

1,704,886

1,658,314

1,660,824

1,665,924

1,453,161

1,539,683

1,791,649

1,839,021

1,791,843

1,780,438

1,850,679

1,809,751

1,813,665

1,815,100

1,858,978

1,821,641

1,873,318

1,922,074

1,544,396

1,965,189

2,053,653

2,075,472

2,019,122

2,055,105

M2:20222339.01

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 7, 1998, by THE MINER GROUP, LIMITED, a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE MINER GROUP, LIMITED

By: [Signature]
Name: Gary L. Hokkanen
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

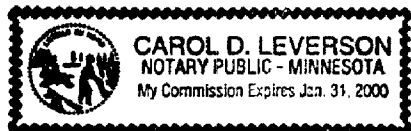
By: Trevor J. Clark
Name: Trevor Clark
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 3rd day of December, 1998, before me personally appeared Gary L. Hokkanen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Miner Group, Limited, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carol D. Levenson
Notary Public



{seal}

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MCM FILE NO.	MARK	SERIAL NO. FILING DATE	REGISTRATION NO. REGISTRATION DATE	STATUS
90035-3	QUICK WRAP	Serial No. 74/634,725; filed February 16, 1995	Registration No. 2,114,458; dated November 18, 1997	Affidavits 8 & 15 due November 18, 2003 Attachment No. 1
90035-4	WINDOW DAZZLERS	Serial No. 75/201,742; filed November 21, 1996	Registration No. 2,119,655; dated December 9, 1997	Affidavits 8 & 15 due December 9, 2003 Attachment No. 2
90035-5	MELLO SMELLO & design	Serial No. 219444; filed April 10, 1996	Registration No. 219444; dated June 25, 1998	Trademark; (Spain, France and United Kingdom); Renewal due April 10, 2006 Attachment No. 3
90035-6	KIDCENTIVES & design	Serial No. 75/507,394; filed June 23, 1998		Action on application has been suspended pending disposition of Serial No. 75/345,610 Attachment No. 4
90035-9	CHERISHED MEMORIES	Serial No. 75/414,441; filed January 6, 1998		Under examination Attachment No. 5
90035-10	MAKE-A SCENE	Serial No. 74/122,260; filed December 10, 1990	Registration No. 1,704,886; dated August 4, 1992	Renewal due August 4, 2002 Attachment No. 6
90035-12	PRISMASCOPE	Serial No. 74/118,104; filed November 26, 1990	Registration No. 1,658,314; dated September 24, 1991	Renewal due September 24, 2001 Attachment No. 7
90035-13	SCRATCH AND SMELL	Serial No. 74/121,132; filed December 6, 1990	Registration No. 1,660,824; dated October 15, 1991	Renewal due October 15, 2001 Attachment No. 8
90035-14	MAGIC WINDOW	Serial No. 74/121,904; filed December 10, 1990	Registration No. 1,665,924; dated November 26, 1991	Renewal due November 26, 2001 Attachment No. 9
90035-15	BODY LANGUAGE	Serial No. 73/472,458; filed March 27, 1984	Registration No. 1,453,161; dated August 18, 1987	Renewal due August 18, 2007 Attachment No. 10
90035-16	AMERICA'S FUTURE ... CHILD NUTRITION	Serial No. 74/751,780; filed September 19, 1988	Registration No. 1,539,683; dated May 16, 1989	Renewal due May 16, 2009 Attachment No. 11
90035-18	GRAFFITI ZONE	Serial No. 74/332,555; filed November 19, 1992	Registration No. 1,791,649; dated September 7, 1993	Affidavits 8 & 15 due September 7, 1999 Attachment No. 12

90035-19	MAGIC CLING	Serial No. 74/332,897; filed November 19, 1992	Registration No. 1,839,021; dated June 7, 1994	Affidavits 8 & 15 due June 7, 2000 Attachment No. 13
90035-20	MISSION NUTRITION	Serial No. 74/332,752; filed November 19, 1992	Registration No. 1,791,843; dated September 7, 1993	Affidavits 8 & 15 due September 7, 1999 Attachment No. 14
90035-21	DINO-BLOCKS	Serial No. 74/332,685; filed November 19, 1992	Registration No. 1,780,438; dated July 6, 1993	Affidavits 8 & 15 due July 6, 1999 Attachment No. 15
90035-22	SUPERSAURUS	Serial No. 74/390,599; filed May 14, 1993	Registration No. 1,850,679; dated August 23, 1994	Affidavits 8 & 15 due August 23, 2000 Attachment No. 16
90035-23	NORTH PRINT INTERNATIONAL & design	Serial No. 74/342,665; filed December 23, 1992	Registration No. 1,809,751; dated December 7, 1993	Affidavits 8 & 15 due December 7, 1999 Attachment No. 17
90035-24	MELLO SMELLO & design	Serial No. 74/353,475; filed January 28, 1993	Registration No. 1,813,665; dated December 28, 1993	Affidavits 8 & 15 due December 28, 1999 Attachment No. 18
90035-25	MELLO SMELLO & design	Serial No. 7090/1995; filed February 27, 1995	Registration No. 355479; dated January 31, 1997	South Korean Trademark; Renewal due January 31, 2007 Attachment No. 19
90035-26	MELLO SMELLO & design	Serial No. 950139965; filed November 8, 1995	Registration No. 1014626; dated May 28, 1997	Chinese Trademark; Renewal due May 27, 2007 Attachment No. 20
90035-27	INTERNATURAL DESIGNS & design	Serial No. 74/353,393; filed January 28, 1993	Registration No. 1,815,100; dated January 4, 1994	Affidavits 8 & 15 due January 4, 2000 Attachment No. 21
90035-29	PENGUIN DESIGN	Serial No. 74/374,263; filed March 29, 1993	Registration No. 1,858,978; dated October 18, 1994	Affidavits 8 & 15 due October 18, 2000 Attachment No. 22
90035-30	WHERE FUN IS SERIOUS BUSINESS	Serial No. 74/390,601; filed May 14, 1993	Registration No. 1,821,641; dated February 15, 1994	Affidavits 8 & 15 due February 15, 2000 Attachment No. 23
90035-31	BACKSTOP	Serial No. 74/416,166; filed July 23, 1993	Registration No. 1,873,318; dated January 10, 1995	Affidavits 8 & 15 due January 10, 2001 Attachment No. 24
90035-40	FRIDGE FUN!	Serial No. 74/577,389; filed September 23, 1994	Registration No. 1,922,074; dated September 26, 1995	Affidavits 8 & 15 due September 26, 2001 Attachment No. 25
90035-41	SURPRISES & design	Serial No. 736,798; filed June 22, 1988	Registration No. 1,544,396; dated June 20, 1989	Renewal due June 20, 2009 Attachment No. 26
90035-42	THE MINER GROUP INTERNATIONAL & design	Serial No. 74/590,479; filed October 25, 1994	Registration No. 1,965,189; dated April 2, 1996	Affidavits 8 & 15 due April 2, 2002 Attachment No. 27

90035-43	JUDY GARLAND MUSEUM	Serial No. 74/693,792; filed June 27, 1995	Registration No. 2,053,653; dated April 15, 1997	Section 8 Affidavit due April 15, 2003 Attachment No.28
90035-44	LEAH & FRIENDS	Serial No. 75/104,673; filed May 15, 1996	Registration No. 2,075,472; dated July 1, 1997	Affidavits 8 & 15 due July 1, 2003 Attachment No. 29
90035-45	THE WHOLE IN ONE.	Serial No. 75/018,492; filed November 13, 1995	Registration No. 2,019,122; dated November 26, 1996	Affidavits 8 & 15 due November 26, 2002 Attachment No. 30
90035-47	WINDOW PEEKERS	Serial No. 75/104,392; filed May 15, 1996	Registration No. 2,055,105; dated April 22, 1997	Affidavits 8 & 15 due April 22, 2003 Attachment No. 31
90035-50	MELLO SMELLO & design	Serial No. 970036086; filed April 21, 1997	Registration No. 1178456; dated May 28, 1998	Chinese Trademark Renewal due May 27, 2008 Attachment No. 32



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

005672-00010

Tab setting

02-19-1999

To the U.S. Patent & TMOfc/TM Mail Rcpt Dt. #34

Intents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Fox Network Systems Corporation
d/b/a/ Fox Network Systems, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Maryland**
 Other _____

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

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

Name: **Cybox Computer Products Corporation**

Internal Address: _____

Street Address: **4991 Corporate Drive**

City: **Huntsville** State: **AL** ZIP: **35805**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Alabama**
 Other _____

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
 Other _____

Execution Date: **January 29, 1999**

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

A. Trademark Application No.(s)
74/511456

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,783,333 2,164,215

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

Name: **Russell Carter Gache, Esq.**

Internal Address: _____

03/03/1999 JSMBRZZ 00000033 74511456

01 FC:481 40.00 DP
02 FC:482 50.00 DP

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

Enclosed
 Authorized to be charged to deposit account

Street Address: **Sirote & Permutt, P.C.**

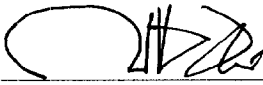
2222 Arlington Arlington Avenue South

City: **Birmingham** State: **AL** ZIP: **35205**

8. Deposit account number: _____

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.

Russell Carter Gache  **2-19-99**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **9**



02-19-1999

U.S. Patent & TMO/c/TM Mail RcptDt. #34

SIROTE
— & —
PERMUTT
A PROFESSIONAL CORPORATION

205.930.5382

tmcclain@sirate.com

February 19, 1999

EE538452573US

VIA EXPRESS MAIL
RETURN RECEIPT REQUESTED

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

RE: Recordation Form Cover Sheet for Two (2) Trademark Registrations and One (1) Application
TELERESQ, NET-911, and KEY-VIEW

Dear Sir or Madame:

Enclosed please find the Recordation Form Cover Sheet of Trademark Registrations 1,783,333 and 2,164,215 and Trademark Application 75/511456 (abandoned) with the Assignment and Disclosure Schedule (sec. 2.11 (ii) 1). Along with the assignment is a check in the amount of \$90.00 for the filing fee.

If you need additional information, please contact me at (205) 930-5382.

Sincerely,


Tiffany McClain
LEGAL ASSISTANT

Enclosure
cc: Doyle Weeks

LAW OFFICES AND MEDIATION CENTERS

:::ODMA\PCDOCS\DOCSBHM\654220\1

2222 ARLINGTON AVENUE SOUTH BIRMINGHAM, ALABAMA 35205

POST OFFICE BOX 55727 BIRMINGHAM, ALABAMA 35255-5727

TELEPHONE | 205.933.7111 FAX | 205.930.5301 URL | <http://www.sirate.com>

Birmingham | Huntsville | Mobile | Montgomery | Tuscaloosa

TRADEMARK
REEL: 1864 FRAME: 0308

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, Fox Network Systems Corporation d/b/a Fox Network Systems, Inc. (hereinafter "Assignor"), is a corporation duly organized and existing under the laws of the state of Maryland and having a principal place of business at 15200 Shady Grove Road, Suite 350, Rockville, Maryland 20850, and having been assigned all right, title and interest in a certain invention and product entitled the "Key View" and the associated patents and applications entitled "System And Method For Monitoring Computer Environment And Operation" for which United States Patent No. 5,566,339 (hereinafter "the '339 patent") issued on October 15, 1996, "Method For Remote Monitoring And Operation of Personal Computers" for which United States Patent No. 5,732,212 (hereinafter "the '212 patent") issued on March 24, 1998, "System and Method for Accessing and Operating Personal Computer Remotely" for which Australian Patent No. 694167 (hereinafter "the AU '167 patent") issued on November 5, 1998, U.S. Provisional Patent Application No. 60/101,430 for a "System and Method for Accessing and Operating Personal Computers Remotely" filed September 22, 1998 (hereinafter "the '430 Provisional Application"), International Application No. PCT/US95/00209 entitled "System and Method for Accessing and Operating Personal Computers Remotely" (hereinafter "the PCT '209 application") filed pursuant to the Patent Cooperation Treaty on January 13, 1995, Canadian Patent Application No. 2,181,148 entitled "System and Method for Accessing and Operating Personal computers Remotely" (hereinafter "the CA '148 application") filed on January 13, 1995 (Nat. Phase of PCT '209), and European Patent Application 95 907 336.2 "System and Method for Accessing and Operating Personal computers Remotely" (hereinafter "the EU '336 application") (Regional Pat. Application from PCT '209);

WHEREAS, Assignor previously assigned all right title and interest in the '212 patent on November 20, 1998 to Cybex Computer Products Corporation, a corporation duly organized and existing under the laws of the State of Alabama and doing business at 4991 Corporate Drive, Huntsville, Alabama 35805-5906 (hereinafter "Assignee");

WHEREAS, Assignor has entered into an Asset Purchase Agreement ("the Agreement") dated January 20, 1999, agreeing to convey to Assignee certain Intellectual Property Assets (as defined therein) pertaining to the Key View and Key View II (as defined therein) technologies, including without limitation any rights in the '339 patent, the '212 patent, the AU '167 patent, the '430 Provisional Application, the CA '148 application, the EU '336 application, and the PCT '209 application;

WHEREAS, Assignor hereby warrants and confirms that Assignor has the full right to convey all rights, as herein expressed, to the '339 patent, the AU '167 patent, the '430 Provisional Application with the exception of any remaining rights retained by Robin L. Anderson and Ronald J. Perholtz, the CA '148 application, the EU '336 application, the PCT '209 application, and all inventions embodied therein; and

WHEREAS, Assignee and Assignor are desirous of entering into this Assignment as part of said Agreement to confirm transfer of said Intellectual Property Assets including the '339

patent, the AU '167 patent, any remaining interest in the '212 patent, if any, all interest in the CA '148 application, all interest in the EU '336 application, all interest in the PCT '209 application, and any interest in the '430 Provisional Application;

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration not herein recited, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers unto said Assignee, its successors, assigns, and legal representatives, the entire right title and interest in and to the Intellectual Property Assets, including, without limitation, any interests acquired by Assignor from Dennis Hawkins, Ronald J. Perholtz, Robin L. Anderson, or any other third party before, on or after the date hereof, all interests in the '339 patent, the AU '167 patent, any remaining interest in the '212 patent, if any, all interests in the CA '148 application, the EU '336 application, the PCT '209 application, and any interest in the '430 Provisional Application, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for inventions in said Intellectual Property Assets, including the aforementioned patents and applications, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto Assignee, and including any copyrights in both published and unpublished works, Copyright Registration Nos. TX3873397, TXu549219, and TXu549218, moral rights, trade secret rights, know-how, confidential business information and other proprietary rights, including the right to sue for past, present, and future damages;

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, or a corresponding foreign authority, to record the assignment of the above recited patents or applications to Assignee, for its interest as Assignee, for the sole use and behoof of Assignee, its successors, assigns, and legal representatives; and

Assignor hereby agrees to transfer a like interest upon request of said Assignee, its successors, assigns, and legal representatives, and without further remuneration, in any patents obtained through a re-issue proceeding, an application for re-examination, or a patent interference proceeding growing out of or related to any patents from said Intellectual Property Assets; and to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any re-issue or re-issues of any Letters Patent which may be granted for any aforesaid patents or any other inventions in the Intellectual Property Assets, as the Assignee or its designee(s) may from time to time require and prepare at its own expense.

[Signature Page Follows]

Executed this 29th day of January, 1999.

**FOX Network Systems Corporation
d/b/a Fox Network Systems, Inc.**

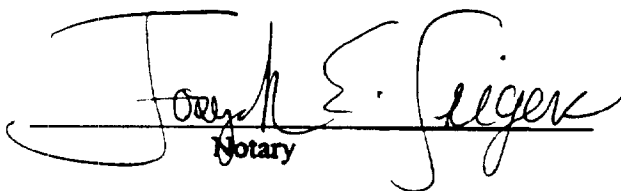


**Robin L. Anderson
President**

“ASSIGNOR”

State of ~~Maryland~~ ^{Virginia})
County of ~~Montgomery~~ ^{Fairfax}) ss.

On this 29th day of January, 1999, appeared Robin L. Anderson, personally known to me, and by me personally known to be the person(s) who executed the above instrument, who being duly sworn, acknowledged that they executed the above instrument as their free and voluntary act.


Notary

(SEAL)

My Commission expires 9/30/01

DISCLOSURE SCHEDULE

Section 2.11

Intellectual Property Assets

This Section contains a complete and accurate list and summary description of all (i) Intellectual Property Assets, and (ii) all Contracts, including any royalties paid or received by the Seller, relating to the Intellectual Property Assets to which the Seller is a party or by which the Seller is bound, except for any software programs with a value of less than \$1,000.00 under which the Seller is the licensee:

(i.) With the exception of Mr. Ronald J. Perholtz and Mr. Robin L. Anderson, all former and current employees have assigned all rights to inventions, etc. to the Seller. Ronald J. Perholtz has assigned his rights as they relate to US Patent No. 5,732,212 to the Corporation. Mr. Perholtz and Mr. Anderson have reserved all other intellectual property rights to themselves.

(ii.) Intellectual Property Assets

(1.) Trademarks®

- a. Key-View® Registration Number: 2,164,215
- b. Net-911® Registration Number: 1,783,333
- c. TeleResQ (abandoned)

(2.) Names

- a. FOX Network Systems Corporation
- b. FOX Network Systems, Inc.
- c. 1-800-Key-View (800 Service number)
- d. Net911 Internet address, (possible site ie .com)

(3.) Trademark Agreements

- a. Key-View (Release of opposition) [E. Robinson]

(4.) US Patents Awarded

- (a.) Key-View Remote Access - U.S. Patent No. 5,732,212
- (b.) Net-911 Remote Alert - U.S. Patent No. 5,566,339

(5.) US Patents assigned to others

- (a.) U.S. Patent No. 5,732,212 Cybex Computer Products Corp.

(6.) US Patents Pending/Patents Applied For

(a.) None

(7.) Foreign Patents Awarded

(a.) Key-View

Australia- Patent No. 694167

(8.) Foreign Patents Applied For

(a.) Key-View

Canada - Patent Application No. 2,181,148

EU - Patent Application No. 95 907 336.2

(9.) Preliminary Patent Applications

(a.) Key-View II Disclosure - U.S. Provisional Patent Application No. 60/101,430

Including the following components:

Video capture processing

Color space filtering (Palette as a noise filter)

Color palette determination

Control Module (Power)

Multi-Control Module (Power)

Access Card (reset card)

Key-View PC Software

Control Module/Access Card integration

Security/Firewall System

Fail Safe Systems

Setup Algorithms

Color and Phase Matching Techniques

Remote Mouse Positioning System

(10.) Copyrights (filed)

(a.) Key-View Remote Access System Users Manual(s)(Nos. TX3873397)

(b.) Net-911 Remote Alert System Users Manual (TXu549219)

(c.) Net-911 Network Trouble Alert System Brochure (TXu549218)

(11.) Copyright (Indicated by ©)

(a.) Key-View (I)

Components include the following:

K-EPROM

V-EPROM

K-EPROM
V-EPROM
Schematic Design
Circuit board
Client software
Help Files

- (b.) Net-911 Remote Alert System
Components include the following:
 - 1-M EPROM
 - 2-M EPROM
 - Schematic Design
 - Circuit Board

- (c.) Access Card (reset) (Key View II)
 - CPU/EPROM Code
 - Schematic Design
 - Circuit board
 - Gerber Files

- (d.) DLL program (Key View II)

- (e.) EISA Bracket (Key View II)

- (f.) Test Setup (Key View II)

- (g.) Test Programs (Key View II)
 - Access Program DOS
 - Access Program Windows
 - First Screen
 - Look and Feel
 - Help Files

- (h.) KV-Pro II Card (Key View II)
 - Schematic Design
 - Circuit Board
 - Gerber Files
 - EPLD Code
 - FPGA Code

- (i.) KEY/MSE CPU Code (Key View II)

- (j.) Control CPU Code (Key View II)
 - VXD Program
 - DLL Program

Palette Convert Programs
PCI Bracket
Test Setup
Test Programs
Communication Protocol(s)

(k.) Key-View II Application Software (Key View II)

First Screen
Look and Feel
Program Code
Help Files

(l.) Control Module (Key View II)

Case design
Schematic Design
Board layout
Gerber Files
Rear Panel Design(s)
Front Panel Design
PAL Code
CPU/EPROM Code

(m.) Access Protocol (Key View II)

Access Software

(n.) Multi-Port Control Module (Key View II)

Case design
Schematic Design
Board layout
Gerber Files
Rear Panel Design(s)
Front Panel Design
PAL Code
CPU/EPROM Code

(o.) Remote Mouse System (Key View II)

Program Code
Communication Protocol
KEY/MSE CPU Code



02-19-1999

PRINCIPAL REGISTER

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE


Reg. Nos. See attached sheet	Docket No. 50870-215643
For Marks: Various marks	

Box Assignment

EXPRESS MAIL LABEL NO. EM366614311US

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

I CERTIFY THAT, ON FEBRUARY 17, 1999, THIS PAPER IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS EXPRESS MAIL POST OFFICE TO ADDRESSEE SERVICE UNDER 37 C.F.R. 1.10 IN AN ENVELOPE ADDRESSED TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VA 22202-3513.


Karen K. Sonstebly

TRANSMITTAL LETTER


Enclosed for filing are the following papers in connection with the above-identified trademark registrations:

- Security Agreement with Recordation Form Cover Sheets attached;
- Check No. 459847 in the amount of \$ 715.00 to cover the fee for recording the registrations;
- Postcard.

A self-addressed return postcard in accordance with T.M.E.P. Section 703 itemizing all of the above-referenced documents filed with the United States Patent and Trademark Office.

In the event the amount submitted herewith is insufficient in any respect, the Commissioner is hereby authorized to charge the balance needed to our Deposit Account No. 06-0029 and notify us of the same.

Respectfully Submitted,



Jon M. Powers, #P43,868

Faegre & Benson

90 South Seventh Street

2200 Norwest Center

Minneapolis, MN 55402

Dated: February 19, 1999

M2:20226663.01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by Express Mail)

Applicant/Registrant: **Cybex Computer Products Corporation**
Serial No.: **74/511456**
Registration No.: **1,783,333 and 2,164,215**
Trademark: **TeleResQ, Net-911, and Key-View**

Docket No.
005672-00010

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Transmitted herewith is/are the following document(s):

Recordation Form Cover Sheet
Assignment of Intellectual Property Assets
Disclosure Schedule
Check for filing fees
Postal receipt card

- No fee is required.
- Please charge Deposit Account No. _____ in the amount of _____
A duplicate copy of this sheet is enclosed.
- A check in the amount of \$90.00 is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. _____
A duplicate copy of this sheet is enclosed.

Signature

Russell Carter Gache, Esq. (Reg. No. 39,985)
Sirote & Permutt, P.C.
2222 Arlington Avenue South
Birmingham, Alabama 35205

Dated: **2-19-99**

I certify that this document and fee is being deposited on **February 19, 1999** with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513

Signature of Person Mailing Correspondence

Tiffany McClain

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