

MMS 7-23-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

07-27-1999

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



101104070
RECORDATION FURTHER
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

Merger Change of Name

Other 1179926

Effective Date
Month Day Year
7-8-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
7-8-99

Name ADCOM

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New Jersey

Receiving Party

Mark if additional names of receiving parties attached

Name Sovereign Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) Two Aldwyn Center

Address (line 2) _____

Address (line 3) Villanova Pennsylvania 19085
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other Federal Savings Bank

Citizenship/State of Incorporation/Organization United States/Federal Charter

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.)

FOR OFFICE USE ONLY

07/26/1999 DNGUYEN 00000133 1179926
01 FC:481 40.00 OP
02 FC:482 50.00 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

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: #

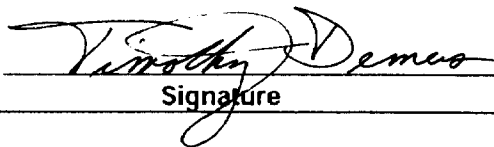
Authorization to charge additional fees: Yes No

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.

Timothy F. Demers, Esquire

Name of Person Signing



Signature

7-20/99

Date Signed

NOTICE OF SECURITY INTEREST IN TRADEMARKS FOR RECORDING

This document is executed between the parties hereto as a notice for the purpose of recording certain of the terms and conditions as contained in the hereinafter referenced Trademark Security Agreement between the parties.

Debtor: ADCOM


Secured Party: Sovereign Bank

1. Debtor and Secured Party are parties to a Loan Agreement dated the date hereof pursuant to which the Debtor desires to assign to Secured Party and grant to the Secured Party a lien upon and security interest in all of its trademarks, service marks, tradenames, and the goodwill associated therewith.

2. The Debtor and Secured Party are parties to a Trademark Security Agreement pursuant to which the Debtor has granted, assigned and conveyed to the Secured Party and granted to the Secured Party a lien upon and security interest in all of Debtor's trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames, all of which are listed on Schedule A attached hereto (as the same may be modified and amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, but not limited to, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by Assignor corresponding thereto throughout the world (all of the foregoing are collectively referred to herein as the "Marks"), together with all Marks of Debtor which may be acquired, used or which may otherwise arise hereafter, which shall be deemed to be included in the "Marks" as used herein, as well as the goodwill of the business to which each of the Marks relates.

3. All rights and obligations herein set forth shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Debtor and the Secured Party
have executed this Notice of Security Interest in Trademarks this
8th day of July, 1999.

ADCOM, INC. 

By 

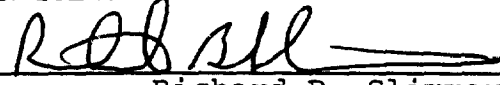
Title: Exec VP

Attest: 

ASSIST Secretary

"Debtor"

SOVEREIGN BANK

By 

Richard B. Slimmer
Vice President

"Secured Party"

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF Philadelphia :

On this, the 8th day of July, 1999, before me, a notary public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Robert [unclear], who acknowledged himself to be the Exec. V.P. of ADCOM, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief Executive Officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia E. Halberstadt
Notary Public

NOTARIAL SEAL
Patricia E. Halberstadt, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 30, 2000

COMMONWEALTH OF PENNSYLVANIA :
:SS.
COUNTY OF Philadelphia :

On this, the 8th day of July, 1999, before me, a notary public for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Richard B. Slimmer, who acknowledged himself to be the Vice President of Sovereign Bank, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia E. Halberstadt
Notary Public

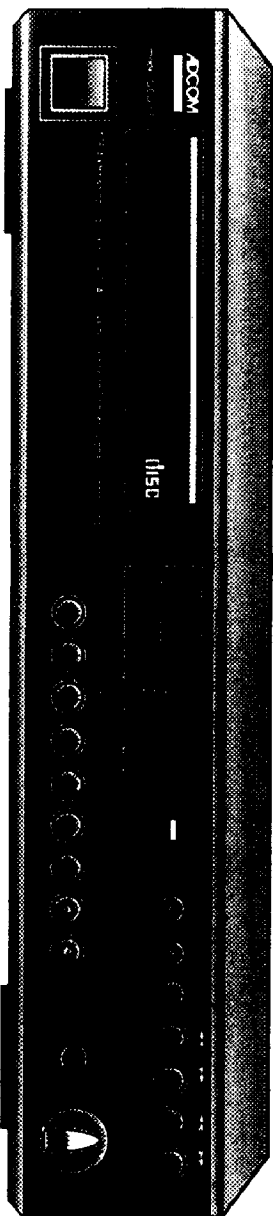
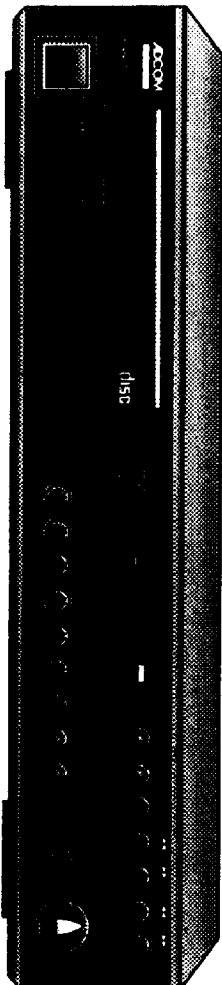
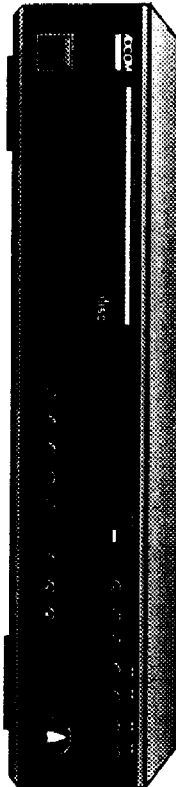
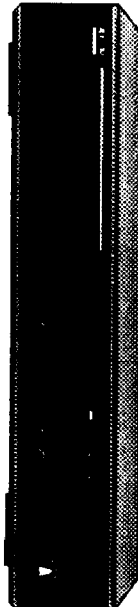
NOTARIAL SEAL
Patricia E. Halberstadt, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Dec. 30, 2000

SCHEDULE A

<u>Trademark/ Service Mark Trade Name¹</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registratio n Date or Filing Date if an Application is Pending</u>	<u>Renewal Date</u>
Logo	A509699	Australia	5/1/89	5/01/06
Logo	126,990	Austria	9/11/89	9/30/99
Logo	466,474	Benelux	4/25/95	4/25/09
Word	255,884 (abandon)	Canada	2/13/81	
Word	895,210 (appln. pending)	Canada		
Logo	897,237 (appln. pending)	Canada		
Logo	115,212	Finland	12/5/91	12/5/01
Logo	1,526,125	France	4/25/89	4/24/09
Logo	1,166,438	Germany	4/24/90	4/30/09
Logo	1031/92	Hong Kong	1/3/89	1/3/10
Logo	266,413	Indonesia	5/11/91	11/11/00
Logo	569,751	Italy	5/22/89	5/22/09
Logo	2,414,754	Japan	5/29/92	5/29/02
Logo	205,384	Korea	11/20/90	11/20/00
Logo	371,488	Mexico	01/08/90	1/24/04
Logo	143,589	Norway	12/13/90	12/13/00
Logo	3285/89	Singapore	1/3/89	1/3/06
Logo	1.326.903	Spain	9/29/94	9/29/99
Logo	242,666	Sweden	11/27/92	11/27/02
Logo	372,220	Switzerland	4/21/89	4/21/09
Logo	132,586	Thailand	11/22/89	6/12/99
Word & Logo	1,381,704	United Kingdom	1/3/89	1/3/06
Word	1,179,926	United States	12/1/81	12/1/01
Logo	1,568,075	United States	11/28/89	11/28/99
Word	2,107,574	United States	10/21/97	10/21/07

¹ Identify the Mark exactly as it appears on the U.S. Patent and Trademark Certificate of Registration. If the Mark is a Design/Logo, attach a copy of said mark hereto.

ADCOM GCD-575 Compact Disc Player



ADCOM[®]
details you can hear

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details you can hear

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details you can hear

ADCOM[®]

ADCOM[®]
GDC 1, XDC-GD 7, 927

TRADEMARK
REEL: 001934 FRAME: 0116

RECORDED: 07/23/1999