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101157381

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

Post Office Box 7068
Pasadena, CA 91109-7068

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

| | |
|--|--|
| <p>1. Name of conveying party(ies): MRD Digital Sound Corporation 9-27-99</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other <input checked="" type="checkbox"/> Exists Under Laws of California</p> <p>Additional name(s) of conveying party(ies) attached: No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: Imperial Bank</p> <p>Street Address: 695 Town Center Drive, Suite 100 Costa Mesa, California 92626</p> <p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Chartered Bank <input checked="" type="checkbox"/> Exists Under Laws of California</p> |
| <p>3. Name of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: November 3, 1997</p> | <p>If assignee is not domiciled in the United States, a domestic representative designation is attached:</p> <p>(Designation must be a separate document from Assignment). Additional name(s) & address(es) attached?</p> |
| <p>4. A. Trademark Application No.(s)</p> <p>75/267,541; 75/340,735; 75/337,893; 75/534,812; 75/278,825; 75/267,547; 75/311,743; 75/265,765; 75/287,173; 74/534,811</p> | <p>4. B. Trademark Registration No.(s)</p> <p>1,631,541; 1,679,201; 1,690,108; 1,630,717; 1,627,106; 1,591,780; 1,587,748; 1,501,022; 1,324,258</p> |
| <p>Additional numbers attached? No</p> | |
| <p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: David A. Plumley</p> | <p>6. Total number of applications or registrations involved..... 19</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 490.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p> |
| <p>10. <input checked="" type="checkbox"/> Explanatory letter is enclosed.</p> | <p>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.</p> <p>Date: September 22, 1999 By <u>David A. Plumley</u></p> <p>Name: David A. Plumley 626/795-9900</p> <p>I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231 on September 22, 1999.</p> <p><u>David A. Plumley</u> Signature</p> <p>Total number of pages including cover sheet, attachments, and document: 15</p> |

09/20/1999 MTHRI1 00000123 75267541 40.00 DP 450.00 DP

**CONTINUATION SHEET FOR
RECORDATION FORM COVER SHEET**

This Continuation Sheet relates to

TRADEMARKS

| | |
|--|---|
| 1. Name of conveying party(ies): Digital Sound Corporation | 2. Name and address of receiving party(ies): Imperial Bank |
| 4. A. Applications 75/267,541; 75/340,735; 75/337,893; 75/534,812; 75/278,825; 75/267,547; 75/311,743; 75/265,765; 75/287,173; 74/534,811 | 4. B. Patents/Registrations 1,631,541; 1,679,201; 1,690,108; 1,630,717; 1,627,106; 1,591,780; 1,587,748; 1,501,022; 1,324,258 |

EXPLANATORY LETTER

This recordation cover sheet is submitted pursuant to 37 CFR § 3.34 to correct an error in the cover sheet for the document recorded at reel 1655, frame 0148. The error in the original recordation cover sheet is that the document recorded was erroneously identified as an Assignment rather than a security agreement. The error is clear from the document itself which grants a security interest, but does not assign all rights in the trademarks identified.

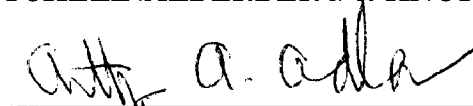
Please address all future correspondence to:

David A. Plumley
 CHRISTIE, PARKER & HALE, LLP
 Post Office Box 7068
 Pasadena, California 91109-7068

Respectfully submitted,

MITCHELL SILBERBERG & KNUPP, LLP

By



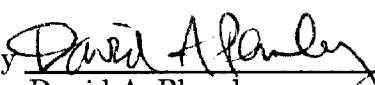
Anthony A. Adler

Attorney for Secured Party, Imperial Bank
 310/312-3131

Respectfully submitted,

CHRISTIE, PARKER & HALE, LLP

By



David A. Plumley

Attorney for Applicant, Digital Sound Corporation
 626/795-9900

DAP/cls

CLS PAS204886.1-*9/15/99 10:28 am

**TRADEMARK
 REEL: 001970 FRAME: 0619**

FORM PTO-1594

(Rev. 6-87)

OMB No. 0061-0011 (exp. 4/95)

Tab settings → → →

HEI

11-19-1997

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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100573622

attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies): Digital Sound Corporation
MD 11-13-97

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Ltd. Partnership Association

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

Execution Date: November 3, 1997

2. Name and address of receiving party(ies)

Name: Imperial Bank

Internal Address: _____

Street Address: 695 Town Center Drive, Suite 100

City: Costa Mesa State: CA ZIP: 92626

- Individual(s) citizenship _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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 names & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/267,541; 75/340,735; 75/337,893; 74/534,812; 75/278,825; 75/267,547; 75/311,743; 75/265,765; 75/287,173; 74/534,811

B. Trademark Registration No.(s) 1,631,541; 1,679,201; 1,690,108; 1,630,717; 1,627,106; 1,591,780; 1,587,748; 1,501,022; 1,324,258

Additional numbers attached? Yes No

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

Name: Anthony Adler, Esq.

Internal Address: Mitchell, Silberberg & Knupp

Street Address: 11377 West Olympic Boulevard

City: Los Angeles State: California ZIP: 90064

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-3735

(Attach duplicate copy of this page if paying by deposit account)

1/18/1997 VERDUM 0000054 75340735
1 FC:481 40.00 DP
2 FC:482 450.00 DP

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.

Anthony Adler
Name of Person Signing

Anthony Adler
Signature

November 5, 1997
Date

Total number of pages including cover sheet, attachments, and document: [5]

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

MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST WITH RESPECT TO TRADEMARKS

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Digital Sound Corporation, a California corporation (the "Debtor"), the principal offices of which are located at 6307 Carpenteria Avenue, Carpenteria, California 93013, does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to Imperial Bank, a California chartered bank (the "Secured Party" or "Bank") having an office located at 695 Town Center Drive, Suite 100, Costa Mesa, California 92626, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the trade names, trademarks and/or service marks listed on Schedule A attached hereto, all applications pending with respect thereto, and all renewals and extensions thereof, and the goodwill associated with such marks and names (collectively, the "Trademarks"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) those certain Security and Loan Agreements as amended, dated July 28, 1997, by and between the Debtor and Secured Party, (ii) the General Security Agreement as amended, by and between Debtor and Secured Party, dated July 28, 1997, (iii) all promissory notes of Debtor in favor of Secured Party and (iv) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligations are also secured by all other personal property of the Debtor.

Notwithstanding the foregoing, Secured Party's security interest in the Trademarks created pursuant hereto includes only those rights in the Trademarks necessary to create, use, sell, advertise, promote or otherwise exploit any of the goods of the Debtor, including, without limitation, equipment and inventory (including, without limitation, all export inventory), or necessary to sell, collect, enforce or otherwise exploit any of the accounts receivable, accounts, chattel paper and/or contract rights of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank in the Trademarks to the extent herein provided, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

Nothing herein shall abridge or limit Debtor's rights or abilities to license and/or assign, subject to the rights of Secured Party set forth herein, Debtor's Trademarks.

This Mortgage, Assignment and Grant of Security Interest With Respect to Trademarks shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the 3RD day of ~~October~~, 1997.

NOVEMBER

DIGITAL SOUND CORPORATION,
a California corporation

By: *B. Rott Sch*

Its: VP AND CFO

DEBTOR:
corporation

Digital Sound Corporation, a California

SECURED PARTY:

Imperial Bank, a California chartered bank

SCHEDULE A

| <u>Name of Trademark</u> | <u>Date of Registration or Filing</u> | <u>Registration/Serial Number</u> |
|------------------------------|---|---------------------------------------|
| Cachepoint | 4/1/1997 | 75/267541 |
| Design (pulsepoint) | 8/13/1997 | 75/340735 |
| Design (pulsepoint) | 8/8/1997 | 75/337893 |
| Digital Sound | 1/15/1991 | 1631541 |
| Infomail | 3/17/1992 | 1679201 |
| Infomail | 6/21/1992 | 1690108 |
| Infomail Express | 6/8/1994 | 74/534812 |
| Messagenet | 1/8/1991 | 1630717 |
| Messagenet | 12/11/1990 | 1627106 |
| Mind over Message | 4/22/1997 | 75/278825 |
| Onpoint | 4/1/1997 | 75/267547 |
| Pulsepoint | 6/19/1997 | 75/311743 |
| Pulsepoint Communications | 3/28/1997 | 75/265765 |
| Pulsepoint (design) | 5/6/1997 | 75/287173 |
| Smart Answer | 6/8/1994 | 74/534811 |
| Univox | 4/17/1990 | 1591780 |
| Univox | 3/20/1990 | 1587748 |
| Voiceforms | 8/23/1988 | 1501022 |
| Voiceserer | 3/12/1985 | 1324258 |

ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of SANTA BARBARA)

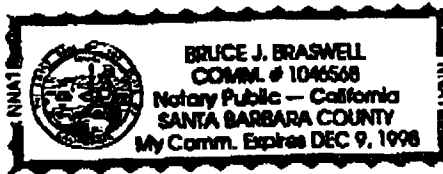
On NOV. 3, 1997 before me, Bruce J. Braswell
DATE

personally appeared B. ROBERT SMITH
NAME(S) OF SIGNER(S)

personally known to me -OR-
 proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

Witness my hand and official seal.

Bruce J. Braswell
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE VICE PRESIDENT
OFFICER(S) CHIEF FINANCIAL OFFICER
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DIGITAL SOUND CORPORATION

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With Respect to Copyrights and Other Collateral

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx