FORM PTO-1594
(Rev. 6-93) MRD 11-5-99
OMB No. 0651-0011 (exp. 4/94)

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11-05-1999

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ER SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner

he attached original documents or copy thereof.

1. Name of conveying party(ies):

Levy Home Entertainment LLC

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank, as Agent

Internal Address:

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

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

If assignee is not domiciled in the United States, a domestic represetative 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: November 1, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule 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 St NW
Suite 101

City: Washington State: DC ZIP:

1/08/1999 DNGUYEN 00000112 1724395

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) $65.00

- ☐ 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

1 FC:481 40.00 OP
2 FC:482 25.00 OP

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.

Gregory T. Pealer
Name of Person Signing

Signature

November 2, 1999
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001985 FRAME: 0368

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS

Mark: LEVY HOME ENTERTAINMENT
Registration No.: 1,724,395

Mark: SELECTRAK
Registration No.: 1,442,858

TRADEMARK COLLATERAL AGREEMENT

This 1st day of November, 1999, Levy Home Entertainment LLC, a Delaware limited liability company (*"Pledgor"*) with its principal place of business and mailing address at c/o Chas. Levy Company LLC, 1200 N. North Branch Street, Chicago, Illinois 60622, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, a Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603 (*"HTSB"*), acting as agent hereunder for the Lenders identified and defined in the Security Agreement described below (HTSB acting as such agent and any successor or successors to HTSB acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to Agent a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Pledgor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, or trademark registration, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations as defined in that certain Amended and Restated Security Agreement bearing even date herewith between Pledgor and the Agent (the *"Security Agreement"*). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Pledgor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-To-Use Applications"*), but rather, if and so long as Pledgor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations.

Pledgor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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1502400/DWB

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be executed as of the date and year last above written.

LEVY HOME ENTERTAINMENT LLC

By _____
Name Carol G. Kloster
Its President

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name _____
Its _____

IN WITNESS WHEREOF, Pledgor has caused this Trademark Collateral Agreement to be ıly executed as of the date and year last above written.

LEVY HOME ENTERTAINMENT LLC

By _____
Name _____
Its _____

HARRIS TRUST AND SAVINGS BANK, as Agent

By _____
Name M. James Barry, III
Its Vice President

TRADEMARK
REEL: 001985 FRAME: 0372

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Carol Kluster _____ of Levy Home Entertainment LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such personally, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of October, 1999.

OFFICIAL SEAL
YOLANDA E WALTON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 06/15/03
(NOTARIAL SEAL)

Yolanda E. Walton
Notary Public

YOLANDA E. WALTON
(Type or Print Name)

My Commission Expires:

June 15, 2003

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that M. Jane Bary, Vice President of Harris Trust and Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 29th day of October, 1999.

(NOTARIAL SEAL)

OFFICIAL SEAL
DANIEL W BAKER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAR. 12,2001

Notary Public

Daniel W. Baker
(Type or Print Name)

My Commission Expires: