

11/8/99

11-15-1999

U.S. PATENT AND TRADEMARK
ASSIGNMENT RECORDATION FORM COVER SHEET
APPENDIX B



101200124

D

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

J & J Marketing, Inc.
13016 N. Walton Blvd.
Bentonville, Arkansas 72712

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

The Bank of Bentonville
201 N.E. A Street
Bentonville, Arkansas 72712

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
X Corporation ___ Other
(State of Texas)

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
X Corporation ___ Other
(State of Arkansas)

If assignee is not described in the United States, a domestic representative designation is attached: ___ Yes X No
(Designation must be a separate document from Assignments)

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

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

3. Nature of Conveyance:

___ Assignment ___ Merger
X Security Agreement ___ Change of Name
___ Other _____



Execution Date: September 2, 1999

11-08-1999

U.S. Patent & TMOrc/TM Mail Rcpt Dt. #10

4. Application Nos. or Registration Nos.

A. Trademark Application No.(s) 75/291940; 75/286633; 75/583615; 75/208852;

B. Trademark Registration No.(s) 1213082; 2144077; 1483213; 1191113; 1809926; 1274910; 2204322;
1198525; 1126804; 973116; 2221531

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

Brent A. Capehart
HEAD, JOHNSON & KACHIGIAN
228 West 17th Place
Tulsa, Oklahoma 74119
(918) 587-2000
ATTORNEYS FOR APPLICANT

6. Total number of applications/registrations involved: 15

7. Total fee (37 CFR 3.41): \$ 390.00 E

X Enclosed
___ Authorized to be charged to deposit account
X Any fees, charges or credits necessary during the prosecution of this application may be charged to the deposit account of the undersigned, No. 08-1500, unless otherwise notified.

8. Deposit account number: 08-1500

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

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.

Brent A. Capehart
Name of Person Signing

Bt Capehart
Signature

November 4, 1999
Date

11/12/1999 DMSUYEN 00000344 75291940
40.00 DP
350.00 DP
01 FC:401
02 FC:402

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT, made as of the 2nd day of September, 1999, by J&J Marketing, Inc., a Texas corporation and affiliate of Member Services, Inc. of Bentonville, Arkansas ("Borrower"), in favor of The Bank of Bentonville, an Arkansas corporation ("Lender"), with a place of business located in Bentonville, Benton County, Arkansas.

WITNESSETH:

WHEREAS, Borrower is the sole owner of all right, title, and interest in and to those certain United States patents and trademarks described on Schedule E of a certain Asset Purchase Agreement between Borrower and Whistler Corporation of Massachusetts, a Delaware Corporation, which is incorporated by reference and made a part hereof (hereinafter called the "Assets"); and

WHEREAS, Lender intends to extend loans and/or other financial accommodations to Borrower pursuant to a certain Loan and Security Agreement, dated September 2, 1999, between Borrower and Lender, together with any and all amendments now or hereafter made thereto, hereinafter called the "Loan Agreement"; and

WHEREAS, as a condition to advancing such loans and/or financial accommodations to Borrower under the Loan Agreement, Lender has required that Borrower grant to Lender a security interest in the Assets;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Borrower hereby grants a security interest to Lender, its successors, and assigns, in the entire right, title, and interest of Borrower in and to the Assets. The Assets shall include, and Lender's security interest therein shall also cover,
 - A. All renewals;
 - B. All income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including (without limitation) damages and

payments for past or future infringements thereof;

- C. The right to sue and recover for past, present, and future infringements thereof;
- D. All rights corresponding thereto and throughout the world; and
- E. All other proceeds and products of the foregoing, including (without limitation) any rights pursuant to its agreements with any other party relative thereto.

The Assets shall serve as collateral to secure the complete and timely satisfaction of all the Obligations (as defined in the Loan Agreement and hereinafter called the "Obligations") and shall be subject to all of the terms and conditions of the Loan Agreement.

2. Such security interest shall be accompanied by a power of sale, to the extent permitted by law, upon the occurrence and during the continuation of an Event of Default (as defined in the Loan Agreement and hereinafter called an "Event of Default").

3. Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement or by law with respect to the realization upon its security interest in the Assets, Borrower shall own, and may use and enjoy, the Assets in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, and registration and the security interest herein granted.

4. Borrower further agrees to take the following actions:

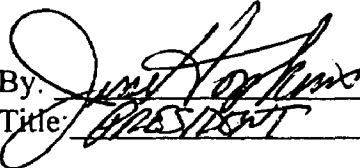
- A. While it is a secured party hereunder, Lender shall have no obligation or responsibility to protect or defend the Assets and Borrower shall at its own expense protect, defend, and maintain the same to the extent reasonably advisable for its business,
- B. Borrower shall register all additions to the Assets, including giving due consideration to value, importance, cost, and opinion of counsel as to availability of such registration/application,
- C. Borrower shall pay of all necessary fees, including maintenance fees, and file of all necessary documents as to maintain the Assets in good standing.

- D. Borrower shall employ patent and/or trademark notices in compliance with applicable legal requirements or as permitted to maximize the protection and enforcement of the Assets,
- E. Borrower shall use its best efforts to uncover any infringement of the Assets and forthwith advise Lender in writing of any infringement so discovered,
- F. Borrower shall prosecute any material infringement of the Assets, giving due consideration to value, importance, cost, and opinion of counsel as to such action, and
- G. If Borrower fails to comply with the foregoing, Lender may do so in Borrower's name, or in Lender's name but at Borrower's expense, and Borrower shall reimburse Lender for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending, and maintaining the Assets owned by Borrower.

5. The security interest in the Assets granted hereunder shall remain in full force and effect until the Obligations are satisfied in full and the Loan Agreement is terminated. At such time Lender shall, if requested by Borrower, execute and deliver to Borrower, or to a third party upon Borrower's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement pertaining to the security interest granted hereby may have been filed, (1) documentation in accordance with the rules and regulations of said office, (2) termination statements under the Uniform Commercial Code, and (3) any other documentation reasonably requested by Borrower, all as may be necessary to release Lender's interest in the Assets, and all at the cost and expense of Borrower.

IN WITNESS WHEREOF, Borrower has caused this document to be executed under seal of the day and year first above written.

J&J Marketing, Inc.

By: 
Title: PRESIDENT

Attest: _____

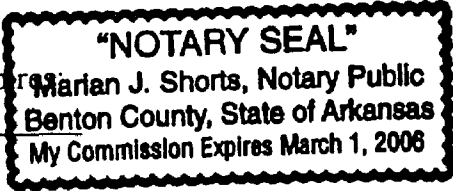
State of Arkansas)
) ss
County of Benton)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jesse Hopkins of J&J Marketing, Inc., a corporation, whose name is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2 day of September, 1999.

Marian J. Shorts
Notary Public

My Commission Expires _____



8/31/99
8:00 p.m.

SCHEDULE "E" TO ASSET PURCHASE AGREEMENT

PATENTS

NAME	Assignee	Patent Number	Issue Date	Application No.	Application Date	Priority Applic. No.	Priority Applic. Date
E/Vehicle Security System 2748157 3652822 (Reassigned; See File 123)	Whistler Corp.	US 5543776	19960806	US 93139188	19931019	US 93139188	19931019
E/Sweeping Receiver; Radar Detector 2281769 3253591 (Reassigned; see file 123)	Whistler Corp.	US 5146227	19920908	US 91695590	19910503	US 91695590	19910503
E/Typ Mounted Buoy Signaling Device 2141716 3128551	Whistler Corp.	US 5016227	19910514	US 89398768 "Cont-in-part of: Application No." US 88228723	19890825 "Cont-in-part of: Application No." 19880804	US 89398768 US 88228723	19890825 19880804
E/Marine Transponder System 2021465 3010261	Whistler Corp.	US 4903243	19900220	US 88228723	19880804	US 88228723	19880804
D/Radar Detector 1911654 2905011	Whistler Corp.	US D299591	19890131	US 86822783	19860127	US 86822783	19860127
E/Detector Apparatus: Method of Operating a Radar Detector	Whistler Acquisition Corp.	US 5666120 "Cont-in-part of Application No." ABANDONED	19970909	US 94241593 "Cont-in-part of Application No." US 94231400	19940512 "Cont-in-part of: Application No." 19940422	US 94231400	19940422

DAI.02.201504.1

OTHER PATENTS

Patent Issued	Serial No.	Issue Date	Country
Radar Signal Detector	4,315,261	2/9/82	
Sweeping Receiver	5,146,227	9/8/92	
Vehicle Security System	139,188 5,343,776 (reissued)	10/19/93 8/6/96	U.S.
Vehicle Security System	807,125 (reissue of Pat. 5,343,776)	2/19/97	U.S.
Detector Apparatus	900,365 (div. of SN 241,593, which is a CIP of SN 231,400)	7/7/97	U.S.
Detector Apparatus	241,593 5,666,120 (cont.-in-part of SN 231,400, abandoned)	5/12/94 9/9/97	U.S.
PATENT PENDING			
Vehicle Security	081,139,188	10/19/93	

DAL02201504.1

8/31/99
8:00 p.m.

SCHEDULE E TO ASSET PURCHASE AGREEMENT

WHISTLER CORP. TRADEMARKS

Name	Status	Class	Type	Entity	Type of Patent Or Country
Engineering Excellence Serial # 1213082	Renewal due 10/19/2002	Class 9	Radio and telephone headsets, personal portable radio accessories, namely wireless induction earphones transducers, accessory plugs, and microphones, voice scramblers, auto computers, radar receivers, specialty telephones and marine radar in Class 9	N/A	U.S.
Engineering Excellence Serial # 73309900 Registration # 1213082	Registered	Int. Class 9	Radio and Telephone Headsets	Whistler Corporation	U.S. Federal
Multi-Code Protector Serial # 75150550 Registration # 2144077	Registered	Int. Class 9	Air Pressure Gauges; Sound Systems	Whistler Corporation of Massachusetts	U.S. Federal
Pulse Protection Serial # 73678682 Registration # 1483213	Registered	Int. Class 9	Speed Radar Detectors	Whistler Corporation	U.S. Federal
Pulse Protection Serial # 1483213	Renewal due 04/05/2008	Class 9	Speed radar detectors in Class 9	N/A	U.S.

-1-

DAL02201588.1

Name	Status	Class	Type	Entity	Type of Patent Or Country
Quadradyne Serial # 1191113	Renewal due 09/02/2002	Class 9	Radar receivers in Class 9	N/A	U.S.
Quadradyne Serial # 73309675 Registration # 1191113	Registered	Int. Class 9	Radar Receivers	Whistler Corp.	U.S. Federal
Real Voice	Pending	Class: 9 12	(Int. Cl. 9) Electronic Component O.	Whistler Corporation of Massachusetts	U.S. Federal
Real Voice Serial # 75291940	Response to Office Action due 3/29/99	Int. Class 9, 12	Electric component of radar detectors and paging devices, containing recorded warnings in Class 9 Electronic component of automobile anti-theft alarms and collision warning systems containing recording warnings in Class 12	N/A	U.S.
Real Voice Serial # 75291940	Pending Intent to Use	Int. Cl. 9	Electronic Component of Radar Detectors	Whistler Corporation of America	U.S. Federal
Rearview	Published	Int. Cl. 12	Electronic Component of Automobile Anti-theft Alarms	Whistler Corporation of Massachusetts	U.S. Federal
Rearview	Published; Intent to Use	Class 9	Vehicle Collision Warning System	Whistler Corporation of Massachusetts	U.S. Federal
SmartSweep Serial # 74124364 Registration # 1109926	Registered	Int. Class 9	Vehicle Collision Warning System	Whistler Corporation of Massachusetts	U.S. Federal
		Int. Class 9	Circuitry Sold as a Component of Radar Detectors	Whistler Corporation	U.S. Federal

-2-

DAL0129013FR.1

NAME	STATUS	CLASS	TYPE	ENTITY	Type of Patent Or Country
Spectrum Serial # 73385942 Registration # 1278910	Registered	Int. Class 9	Speed Radar Detectors	Whistler Corporation	U.S. Federal
Suy Alert Serial # 75157769 Registration # 2204322	Registered	Int. Class 9	Computer Programs for Radar Detectors	Whistler Corporation of Massachusetts	U.S. Federal
Suy Alert Serial # 2204322	Declaration of use due 11/17/2004	Class 9	Computer programs for radar detectors, namely a feature of a radar detector for testing, maintaining and increasing response time of driver; computer programs for use with an interactive device for testing, maintaining and increasing response time of driver in Class 9	N/A	U.S.
Suy Alert	Registered	Class 9	Computer Programs for Radar Detector	Whistler Corporation of Massachusetts	U.S. Federal
True Sine	Pending	Class 9	Power Inverters	Whistler Corporation of Massachusetts	U.S. Federal
Whistler	Renewed	Class 9	Radar Navigation Aids	Whistler Corporation	U.S. Federal
Whistler Serial # 73271482 Registration # 1198525	Registered	Int. Class 9	Radar Systems	Whistler Corporation	U.S. Federal
Whistler Radar Eye Serial # 73146888 Registration # 1126804	Registered	Int. Class 9	Speed Radar Detectors	Whistler Marine, Inc.	U.S. Federal

-3-

DALDZ:201588.1

Name	Status	Class	Type	Entity	Type of Patent Or Country
Whistler Serial # 72397566 Registration # 0973116	Renewed	Int. Class 9	Radar Navigation Aids	Whistler Corporation	U.S. Federal
Whistler Radar Eye	Registered	Class 9	Speed Radar Detectors	Controtronics Corporation	U.S. Federal
Whistler Serial #423088	Pending	N/A	Automotive products, namely speed radar detector and all other goods included in this class	N/A	Australia
Whistler Serial #740673	Pending	N/A	N/A	N/A	Australia
Whistler Serial #Z-162620	Pending	N/A	N/A	N/A	Poland
Whistler Serial #96710268	Pending	N/A	N/A	N/A	Russia
Whistler	Published	Class 9	Electronic Transmitters and Receiver	Whistler Corporation of Massachusetts	U.S. Federal
Whistler	Registered	Class 9	Air Pressure Gauges; Sound Systems	Whistler Corporation of Massachusetts	U.S. Federal
Whistler	Registered	Class 7	Portable Air Compressors	Whistler Corporation of America	U.S. Federal
Whistler Serial # TMA369034	Renewal due 06/01/2005	N/A	Radar apparatus, namely marine radar and speed radar detectors	N/A	Canada

NAME	Status	Class	Type	Entity	Type of Patent Or Country
Whittier Serial # T092C000831	Renewal due 04/22/2002	N/A	Radar speed detectors	N/A	Italy
Whittier Serial # 484089	Renewal due 11/27/2006	N/A	Corresponds to U.S Registration 1,198,525	N/A	Italy
Whittier Serial #280345	Renewal due 07/31/2007	Class 9	Scientific, nautical, electric, optical measuring, signaling and checking apparatus and instruments, including electronic transmitters and receivers; radar systems, namely marine radar, radar navigation aids, speed radar detectors; air pressure gauges; carbon monoxide detectors, personal security and alarm systems automobile security and alarm systems apparatus for recording, transmission or reproduction of sound or images, including sound systems, CB radios, two way radios, radio and telephone headsets, specialty telephones, and accessories for personal portable radios, namely earphones, transconductors, microphones, ___ and accessory plugs; voice scramble security apparatus, transponder units for use in tracking; computer software and hardware, including automobile computers, driving performance and fuel status computers, automobile computers, computer programs; automotive computer code senders for vehicle diagnostics; laser pointers, remote control units for operating power inverters, automobile collision warning systems, antennas, extension cords, power converters (electric), DC power converters, 110 volt converters, voltage meters, power tables, hardware adapters, batteries, rechargeable batteries, jumpstart battery chargers, solar battery chargers, battery boosters, portable power stations for jumpstarting batteries; and all other goods in Class 9		

-5-

DAJ02:201398.1

NAME	STATUS	CLASS	TYPE	ENTITY	Type of Patent Or Country
Whistler Serial # 280347	Renewal due 07/31/2007	Class 11	Apparatus for lighting, heating, steam generating, refrigerating, drying and ventilating including microwave ovens, portable electric heaters and coolers for use with foods, cans and drinks, portable electric stove warmers, portable electric stoves, portable electric blenders, electric coffee makers for non-commercial use, socket multipliers (for lights), spotlights, reading lights, halogen spotlights, rechargeable postlights, spotlight bulbs, flashlights and fluorescent light sticks; portable electric hair dryers; portable mini-fans; vacuum cleaners, including car vacuum cleaners, wet/dry vacuum cleaners, hand-held vacuum cleaners and portable automobile vacuum cleaners; air quality purifiers and ionizers and all other goods in Class 11	N/A	New Zealand
Whistler Serial # 808953	Renewal due 07/15/2008		Alarm devices for speeding	N/A	Taiwan
Whistler Serial # 973116	Renewal due 11/13/2003	Class 9	Radar navigation aids in Class 9	N/A	U.S.
Whistler Serial # 1198525	Renewal due 06/22/2002	Class 9	Radar systems, namely marine radar and speed radar detectors in Class 9	N/A	U.S.
Whistler Serial # 280344	Renewal due 07/31/2007	Class 7	Machines and machine tools, including rechargeable power drill driver and accessory kits therefor consisting of bits and driver, electric socket multipliers and electrical power extension cords; portable air compressor, power converters (for fuel), electrical cleaning machines and apparatus, and all other goods in Class 7.	N/A	New Zealand
Whistler Radar	Renewal due 11/20/1999	Class 9	Speed radar detectors in Class 9	N/A	U.S.

-6-

DAL02-201588.1

Name	Status	Class	Type	Entity	Type of Patent Or Country
(Name unknown)	Newly filed Application; not yet assigned to an examiner	Classes 9, 10, 11	Digital LCD voltage meters; batteries; rechargeable batteries; vacuum cleaners, namely car vacuum cleaners, wet/dry vacuum cleaners, and hand-held vacuum cleaners; laser pointers, laser levelers; cordless power tools, namely, screwdrivers, saws, drills, sanders, and impact drivers; jumpstart systems; DC to AC power inverters; battery charger; jumpstart battery chargers, portable power stations for jumpstarting vehicle batteries; polishing machines; and socket multipliers in Class 9; Electric massage apparatus, namely a heated massage cushion; and electric blankets in Class 10; Reading lights; spotlights; halogen spotlights; rechargeable spotlights; spotlight baffles; flashlights; fluorescent light sticks; electric coffee makers, for noncommercial use; air purifiers and ionizers; portable combination electric heater and cooler for use with foods, cans and drinks; portable electric ceramic heaters; portable electric stove warmers; portable min-fans; and hair dryers in Class 11	N/A	United States

-7-

DAL02:20:10E.1