

03-14-2000



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MRD  
12-14-99

### RECORDATION FORM COVER SHEET 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Franklin Electronic Publishers, Incorporated

12 9 99

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America Commercial Finance Corporation, through its Commercial Funding Division

DBA/AKATA

Composed of

Address (line 1) 1177 Avenue of the Americas

Address (line 2) 36th Floor

Address (line 3) New York City New York State/Country 10036 Zip Code

- Individual  General Partnership  Limited Partnership  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.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

2/20/1999 JSHABAZZ 00000157 1243476

FOR OFFICE USE ONLY

01 FC:4A1 40.00 DP  
02 FC:4B2 500.00 DP

**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)

**RETURN TO:  
FEDERAL RESEARCH CORP.  
400 SEVENTH STREET NW  
SUITE 101  
WASHINGTON DC 20004**

**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.

DENEEN SANDERS

12/9/99

Name of Person Signing

Signature

Date Signed

Trademarks (cont'd)

Registration Number(s)

1,264,765  
1,898,747  
1,925,234  
1,938,541  
2,045,365  
1,896,789  
2,132,170  
2,188,520  
2,161,188  
1,405,590  
1,999,537  
2,017,218

# Copyright, Patent and Trademark Security Agreement

This Copyright, Patent and Trademark Security Agreement (this "*Agreement*"), made as of this 7<sup>th</sup> day of December, 1999, by FRANKLIN ELECTRONIC PUBLISHERS, INCORPORATED, a Pennsylvania corporation, with its chief executive office and principal place of business at One Franklin Plaza, Burlington, New Jersey 08016-4907 ("*US Borrower*") in favor of BANC OF AMERICA COMMERCIAL FINANCE CORPORATION, THROUGH ITS COMMERCIAL FUNDING DIVISION, with an office at 1177 Avenue of the Americas, 36th Floor, New York, New York 10036 ("*Lender*");

## WITNESSETH:

WHEREAS, Lender and US Borrower are parties to a certain Loan and Security Agreement of even date herewith (as amended from time to time, the "*Loan Agreement*"), which Loan Agreement provides, among other things, (i) for Lender to, from time to time, extend credit to or for the account of US Borrower and (ii) for the grant by US Borrower to Lender of a security interest in substantially all of US Borrower's assets, including, without limitation, the copyrights, copyright agreements, copyright applications, patents, patent applications, trademarks, trademark applications, trade names, service marks, service mark applications and goodwill of US Borrower;

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

1. **Capitalized Terms.** All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. **Grant of a Security Interest.** To secure the complete and timely satisfaction of all of the Obligations, US Borrower hereby grants a continuing security interest to Lender, having priority over all other security interests, in and to all of Lender's now existing and hereafter created or acquired:

(a) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Exhibit A attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (i)-(iv) of this subsection 2(a), are sometimes

hereinafter referred to individually as a "**Copyright**" and, collectively, as the "**Copyrights**";

(b) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit B attached hereto and hereby made a part hereof, and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subsection 2(b), are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**");

(c) trademarks, trademark registrations, trademark applications, trade names and tradestyles, service marks, corporate names, company names, business names, fictitious names, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, service marks, registrations and applications for registration listed on Exhibit C attached hereto and hereby made a part hereof, and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (i)-(iv) of this subsection 2(c), are sometimes hereinafter referred to individually as a "**Trademark**", and, collectively, as the "**Trademarks**" *provided*, however, that the terms Trademark or Trademarks shall not include any marks that US Borrower presently intends to use and for which US Borrower has filed an intent-to-use application with the United States Patent and Trademark Office, subject to Paragraph 5 below;

(d) the goodwill of US Borrower's business connected with and symbolized by the Trademarks.

This Agreement is not intended to affect title to the Copyrights, Patents and Trademarks, which are or will become, vested in Lender, except as otherwise provided for by this Agreement. Nothing contained herein shall be construed as a license to use the Copyrights, Patents and Trademarks.

Upon the occurrence of an Event of Default, Lender shall have the power, to the extent permitted by law, to sell the Copyrights, Patents and Trademarks.

**3. Warranties, Representations and Covenants.** US Borrower warrants and represents to Lender that:

(a) None of the Copyrights, Patents and Trademarks have been adjudged invalid or unenforceable or have been canceled, in whole or in part, or are not presently subsisting;

(b) Each of the Copyrights, Patents and Trademarks is valid and enforceable;

(c) US Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Copyrights, Patents and Trademarks, free and clear of any liens (except for Permitted Liens), charges and encumbrances, including, without limitation, security interests, assignments, licenses, shop rights and covenants by US Borrower not to sue third persons;

(d) US Borrower has adopted, used and is currently using all of the Trademarks except as noted on Schedule 3(d);

(e) US Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Copyrights, Patents and Trademarks except as disclosed on Schedule A of the Loan Agreement; and

(f) US Borrower has the right to execute and deliver this Agreement and perform its terms.

**4. Restrictions on Future Agreements.** US Borrower agrees that until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, US Borrower shall not abandon, sell or assign its interest in, or grant any license under, the Copyrights, Patents or Trademarks, or enter into any other agreement with respect to the Copyrights, Patents or Trademarks which is inconsistent with the obligations under this Agreement, without the prior written consent of Lender, and US Borrower further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

**5. New Copyrights, Patents and Trademarks.** US Borrower represents and warrants that the Copyrights, Patents and Trademarks listed on Exhibits A, B and C, respectively, constitute all of the Copyrights, Patents and Trademarks now owned by US Borrower, except for US Borrower's Copyright in "Speech recognition intergrated circuit code; computer program" (registration number TXu488458) (US Borrower represents and warrants that such Copyright is not material to its business and does not relate to any Eligible Inventory or Eligible Accounts). If, before the Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, US Borrower shall (i) obtain rights to any new patentable inventions, Copyrights, Patents or Trademarks, or (ii) become entitled to the

benefit of any Copyrights, Patents or Trademarks, or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and US Borrower shall give to Lender prompt written notice thereof. US Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, and C, as applicable, to include any such Copyrights, Patents and Trademarks.

**6. Term.** The term of the security interest granted herein shall extend until the date upon which all of the Obligations have been paid in full and the Loan Agreement has been terminated.

**7. Release of Security Interest.** This Agreement is made for security purposes only and is not intended to constitute a present assignment of US Borrower's ownership interest in the Copyrights, Patents and Trademarks. Upon payment in full of the Obligations and termination of the Loan Agreement, Lender shall execute and deliver to US Borrower all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in US Borrower full title to the Copyrights, Patents and Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

**8. Expenses.** All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by US Borrower. All fees, costs and expenses, of whatever kind or nature, including attorneys' and paralegals' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Copyrights, Patents and Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Copyrights, Patents and Trademarks, shall be borne by and paid by US Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate applicable to the Loans from time to time.

**9. Duties of US Borrower.** To the extent deemed necessary in the exercise of US Borrower's reasonable business judgment, US Borrower shall have the duty (i) to prosecute diligently any copyright, patent, trademark or service mark applications pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on Trademarks and service marks, as appropriate, (iii) to make an application on unregistered but copyrightable works that are material to the business of any Borrower or could reasonably impair Lender's ability to realize upon the Collateral during the occurrence and continuation of an Event of Default, (iv) to defend and maintain all rights in the Copyrights, Patents and Trademarks, and (v) to ensure that the Copyrights, Patents and Trademarks are and remain enforceable. Any expenses incurred in connection with US Borrower's obligations under this Section 9 shall be borne by US Borrower. To the extent deemed necessary in the exercise of US Borrower's reasonable business judgment, US Borrower shall not abandon any Copyright, Patent or

Trademark or abandon any pending patent application, copyright application and trademark application without the written consent of Lender.

**10. Lender's Right to Sue.** After the occurrence and during an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Copyrights, Patents and Trademarks, and, if Lender shall commence any such suit, US Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and US Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

**11. Waivers.** No course of dealing between US Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**12. Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**13. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

**14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Copyrights, Patents and Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of and during an Event of Default, US Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as US Borrower's true and lawful attorney-in-fact, with power to (i) endorse US Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of any or all of the Copyrights, Patents and Trademarks, (ii) take any other actions with respect to any or all of the Copyrights, Patents and Trademarks Lender deems to be in its best interest, (iii) grant or issue any exclusive or non-exclusive license under any or all of the Copyrights, Patents or Trademarks to anyone, (iv) assign, pledge, convey or otherwise transfer title in or dispose of any or all of the Copyrights, Patents or Trademarks to anyone, or (v) take any other actions with respect to any or all of the Copyrights, Patents and Trademarks as Lender deems to be in its best



interests. US Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement has been terminated. US Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code (or such other applicable law) as enacted in any jurisdiction in which the Copyrights, Patents or Trademarks may be located.

**15. Binding Effect; Benefits.** This Agreement shall be binding upon US Borrower and its successors and permitted assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

**16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

**17. CONSENT TO FORUM AND WAIVERS. US BORROWER HEREBY CONSENTS AND AGREES THAT THE STATE AND FEDERAL COURTS IN NEW YORK COUNTY, NEW YORK SHALL HAVE NONEXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES WITH RESPECT TO THIS AGREEMENT AND WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT AND CONSENTS THAT ALL SERVICE OF PROCESS UPON US BORROWER BE MADE BY REGISTERED MAIL OR MESSENGER DIRECTED TO US BORROWER AT THE ADDRESS SET FORTH AT THE BEGINNING OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. US BORROWER HEREBY AGREES THAT ANY CLAIM OR DISPUTE BROUGHT BY US BORROWER AGAINST LENDER OR ANY MATTER ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE AND FEDERAL COURTS IN NEW YORK COUNTY, NEW YORK. US BORROWER HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, TRIAL BY JURY. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST US BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.**

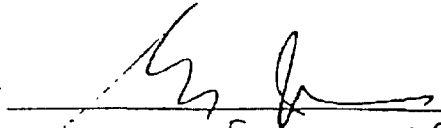
**18. Headings.** Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

**19. Further Assurances.** US Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

**20. Survival of Representations.** All representations and warranties of US Borrower contained in this Agreement shall survive the execution and delivery of this Agreement and shall be remade on the date of each borrowing under the Loan Agreement.

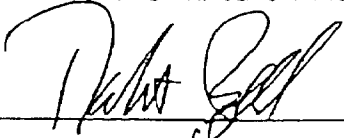
IN WITNESS WHEREOF, US Borrower has duly executed this Agreement in favor of Lender as of the date first written above.

**FRANKLIN ELECTRONIC PUBLISHERS,  
INCORPORATED**

By   
Its EXEC VP

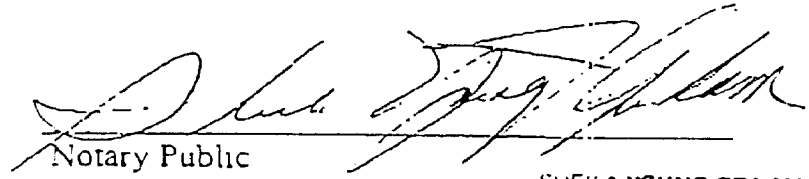
AGREED AND ACCEPTED THIS  
9th day of December, 1999.

**BANC OF AMERICA COMMERCIAL  
FINANCE CORPORATION, THROUGH  
ITS COMMERCIAL FUNDING DIVISION**

By   
Its VP

STATE OF New York )  
COUNTY OF New York ) SS

The foregoing Copyright, Patent and Trademark Security Agreement was executed and acknowledged before me this 8th day of December, 1999, by Gregory Winsty, personally known to me to be the E.I.P. of **FRANKLIN ELECTRONIC PUBLISHERS, INCORPORATED**, a Pennsylvania corporation, on behalf of such corporation.

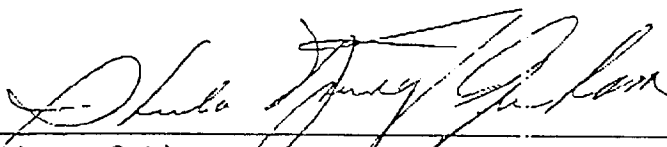
  
Notary Public

**SHEILA YOUNG-GRANAM**  
NOTARY PUBLIC, State of New York  
No. 24-4805002  
Qualified in Kings County  
Commission Expires 7/31/00

My Commission expires:

STATE OF New York )  
 ) SS  
COUNTY OF New York )

The foregoing Copyright, Patent and Trademark Security Agreement was executed and acknowledged before me this 9<sup>th</sup> day of December, 1999, by ROBERT DEZLISH, personally known to me to be the VP of **BANC OF AMERICA COMMERCIAL FINANCE CORPORATION, THROUGH ITS COMMERCIAL FUNDING DIVISION**, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public

SHEILA YOUNG-GRAHAM  
NOTARY PUBLIC, State of New York  
No. 24-4805002  
Qualified in Kings County  
Commission Expires 7/31/00

My Commission expires:

\_\_\_\_\_

AFTER FILING RETURN THIS INSTRUMENT TO:

Sanjay Sharma, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Suite 3700  
Chicago, Illinois 60603

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B****Patents**

| <b>Patent Number</b> | <b>US Borrower's Patent Title</b>   |
|----------------------|---|
| 4,490,811            | String Comparator Device System Circuit and Method (Case P-25)  |
| 4,742,458            | Method and Apparatus for Performing Pattern Recognition Analysis  |
| 4,830,618            | Electronic Spelling Machine (Spelling Ace) (Case P-1)   |
| 4,891,775            | Electronic Word Game Machine (Game Wiz) (Case P-3)  |
| 4,982,181            | Alphanumeric Display  |
| 5,007,019            | Electronic Thesaurus With Access History List (Case P-7)  |
| 5,113,340            | Electronic Spelling Machine (Case P-4)  |
| 5,153,831            | Electronic Text (The Text Compression Case) (Case P-9)  |
| 5,203,705            | Word Spelling and Definition Educational Device (The Children's Speller) (Case P-8)                                     |
| 5,218,536            | Electronic Spelling Machine Having Ordered Candidate Words (Case P-6)   |
| 5,229,936            | Device And Method For The Storage And Retrieval Of Inflection Information For Electronic Reference Products (Case P-22) |
| 5,249,965            | Electronic Word Selection Machine (The Second Guess Feature For Crossword Puzzles) (Case P-27)                          |
| 5,295,070            | Electronic Dual Language Dictionary (Grammar Guide) (Case P-18)   |
| 5,321,609            | Electronic Encyclopedia (Information Filtering) (Case P-23)   |

| <b>Patent Number</b> | <b>US Borrower's Patent Title</b>   |
|----------------------|---|
| 5,333,313            | Method and Apparatus For Compressing A Dictionary Database (Case P-16)                        |
| 5,396,606            | Address Bus Multiplexing of Data Process (VLSI) (Case P-15)                                   |
| 5,435,564            | Electronic Word Building Machine (Case P-35)  |
| 5,497,474            | Virtual Read Only Memory Addressing Register (Case P-33)                                      |
| 5,627,726            | An Electronic Device For Processing Information Containing A Removable Card (Case P-52)       |
| 5,640,552            | Method And Apparatus For Providing Multi-Level Searching In An Electronic Book (Case P-19D/C) |
| 5,717,938            | Coded Cartridges for Electronic Books (Case P-50)   |
| 5,739,451            | Hand Held Electronic Music Encyclopedia (Case P-36)   |
| 5,774,109            | Electronic Scrolling Book with Temporary Interruptions (Case P-51)                            |
| 5,895,463            | Compression of Grouped Data (Case P-55)   |
| D300,534             | Digital Display Spelling Dictionary (Design for Franklin Ace) (Case P-2)                      |
| D321,366             | An Electronic Display Curved Character Font (Case P-11A)                                      |
| D348,439             | Two ROM Card Reader (Case P-30)   |
| D349,281             | Computer Card Package For Providing Additional Memory and Data For A Digital Book (Case P-32) |
| D362,271             | ROM Card Reader Pocket Size (Case P-42)   |
| D362,272             | ROM Card Reader Desk Size (Case P-43)   |
| D362,461             | ROM Card Reader With Speaker (Case P-44)  |



| <b>Patent Number</b> | <b>US Borrower's Patent Title</b> |
|----------------------|-----------------------------------|
| D364,861             | ROM Card Package (Case P-45)      |

**EXHIBIT C****Trademarks**

| <b>Mark</b>                           | <b>Serial No.</b> | <b>Registration No.</b> |
|---------------------------------------|-------------------|-------------------------|
| FRANK COMPUTER<br>CORPORATION         | 73/375,587        | 1,243,476               |
| FRANKLIN ACE                          | 73/419,561        | 1,306,834               |
| SPELLING ACE                          | 73/647,211        | 1,459,047               |
| FRANKLIN                              | 73/654,628        | 1,478,400               |
| WORDMASTER                            | 73/789,324        | 1,606,191               |
| FRANKLIN STYLIZED<br>(HIGH TECH LOGO) | 73/818,218        | 1,608,922               |
| DIGITAL BOOK SYSTEM                   | 74/297,653        | 1,778,517               |
| "F" LOGO AND DESIGN                   | 74/517,534        | 1,892,035               |
| NEXT CENTURY                          | 74/355,463        | 1,828,823               |
| PROXIMITY                             | 73/348,077        | 1,264,765               |
| CONFUSABLES                           | 74/532,048        | 1,898,747               |
| CLASSMATES                            | 74/583,773        | 1,925,234               |
| MISCELLANEOUS DESIGN                  | 74/607,375        | 1,938,541               |
| THE FOUR COLOR KEY DESIGN             | 74/652,494        | 2,045,365               |
| BOOKMAN                               | 74/063,640        | 1,896,789               |
| SPEAKING SPELLING ACE                 | 75/195,347        | 2,132,170               |
| HOMEWORK WIZ                          | 75/255,720        | 2,188,520               |
| DATAGUARD                             | 74/733,867        | 2,161,188               |

| Mark          | Serial No. | Registration No. |
|---------------|------------|------------------|
| FRANKLIN DOS2 | 73-560739  | 1,405,590        |
| TELEMASTER    | 74/712,264 | 1,999,537        |
| TELEFINDER    | 74/710,524 | 2,017,218        |

**SCHEDULE 3(d)**

**Excluded Trademarks**

None.



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MARCH 13, 2000

PTAS  
MCAUAY FIELDS FISHER GOLDSTEIN ETAL  
JULIUS FISHER  
405 FEXINGTON AVE.  
NEW YORK, NY 10174



*Record*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101227757

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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