

05-01-2000



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OPR/FINANCE 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
- ☐ Merger  Effective Date  
Month Day Year
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

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

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

05/01/2000 JSHABRZ 00000044 75751257

01 FC:481  
02 FC:482

40.00 OP  
125.00 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

TRADEMARK

REEL: 002062 FRAME: 0572

**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 (310) 888-6242

Name

City National Bank

Address (line 1)

Attention: Tobin A. Mills, Legal Department

Address (line 2)

400 North Roxbury Drive

Address (line 3)

Beverly Hills, CA 90210

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

**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)**

75751257

75756219

75738336

75766499

75756235

75766498

**Number of Properties**

Enter the total number of properties involved.

#

6

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 190.00

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.

Tobin A. Mills, Senior Counsel

Name of Person Signing

Signature

Date Signed

**MEMORANDUM OF SECURITY INTEREST IN TRADEMARKS  
AND ASSOCIATED GOODWILL**

**THINK OUTSIDE, LLC**, a California corporation, whose address is 337 So. Cedros Suite G, Solana Beach, CA 92075 ("Debtor"), does hereby grant to **CITY NATIONAL BANK**, a national banking association, whose address is 4275 Executive Square, Suite 750, La Jolla, CA 92037, ("Secured Party"), pursuant to a Credit Agreement dated February 8, 2000 ("Credit Agreement") a security interest in all of Debtor's right, title and interest in and to all trademarks and rights and interests of every kind or nature in trademarks, whether now owned or hereafter created or acquired and all renewals thereof (the "Trademarks"), including without limitation in and to (i) the applications for Federal trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the goodwill of the business owned by Debtor to which the Trademarks are appurtenant, and (iii) and all actions for past, present and future infringement concerning the foregoing. As used herein, the term "trademark" shall include service marks and trade names.

Debtor agrees that if any person, firm or corporation shall do or perform any acts which Secured Party believes to constitute an infringement of any Trademark, or violate or infringe any rights of Debtor in any Trademark, or if any person, firm or corporation shall do or perform any acts which Secured Party believes to constitute an unauthorized or unlawful use of any Trademark or any mark likely to cause confusion with any Trademark, then and in any such event, upon, and during the continuance of, an Event of Default (as defined in the Credit Agreement), Secured Party may and shall have the right to take such steps and institute such suits or proceedings as Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of Debtor or in the names of the parties jointly.

The terms and conditions of the security interest granted hereby are contained in the Credit Agreement between Debtor and Secured Party. The security interest granted hereby is as security for Debtor's performance of Debtor's obligations identified in the Credit Agreement as being secured thereby. Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for Trademark registration nor as limiting any interest which Secured Party may have in any other collateral described in the Credit Agreement or otherwise.

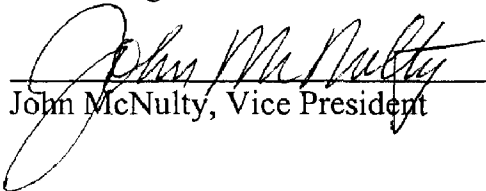
Upon, and during the continuance of, an Event of Default, Secured Party may exercise all rights and remedies described therein, and Debtor hereby authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power (upon Secured Party's notice to Debtor of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Secured Party shall have, in addition to all other rights and remedies given it by the terms of the Credit Agreement and this Memorandum of Security Interest in Trademarks, all rights and remedies allowed by law.

IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 8th day of February, 2000.

"Secured Party:"

**CITY NATIONAL BANK**, a  
national banking association

By: \_\_\_\_\_

  
John McNulty, Vice President

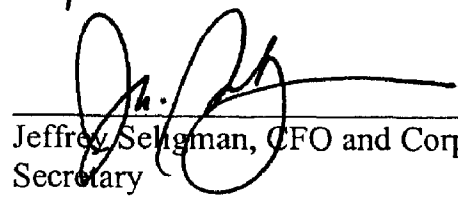
"Debtor:"

**THINK OUTSIDE, INC.**  
a California corporation

By: \_\_\_\_\_

  
Philip Baker, President

By: \_\_\_\_\_

  
Jeffrey Seligman, CFO and Corporate Secretary

**SCHEDULE A****UNITED STATES APPLICATIONS FOR TRADEMARK REGISTRATION**

<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>
RUNWAY TECH	75/751,257	6/28/99
RUNWAY TECHNOLOGIES	75/738,336	6/28/99
STOWAWAY	75/756,235	7/21/99
THINK OUTSIDE	75/756,219	7/21/99
STOWAWAYPORT- ABLEKEYBOARD	75/766,499	8/2/99
THINK OUTSIDE and design	75/766,498	8/2/99