

05-11-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101353104

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

7:00 APR 13 AM 9:10

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 # 002001 Frame # 00862

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other

Conveying Party☐ Mark if additional names of conveying parties attachedName

Execution Date
Month Day Year
08 19 99

Formerly

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

Receiving Party☐ Mark if additional names of receiving parties attachedName DBA/AKA/TA Composed of Address (line 1) Address (line 2)

Address (line 3)

City State/Country 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

FOR OFFICE USE ONLY

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: 002071 FRAME: 0945

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)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,434,553"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Rannylin S. Dalley

Name of Person Signing

Signature

Date Signed

SCHEDULE A

A. TRADEMARK REGISTRATIONS

Mark	County	Reg. No.	Issue Date	Renewal Date	First Use	Goods
Labtec	U.S.	1,434,553	03/31/87	03/31/97	1/81	Stereo Headphones
Labtec	Australia	A513301	06/21/89	06/20/96		
Labtec	France	9345007	05/02/93	05/01/2003		
Labtec	Ireland	134383	06/23/89	06/22/96		
Labtec	British	B1387936	06/23/89	06/22/96		
Labtec	Germany	L36694/9 Wz	pending	—		
Labtec	Switzerland	2556/1993.8	pending	—		

12-21-1999



101226516

**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 # 101139236
- ☐ Correction of PTO Error
Reel # _____ Frame # _____
- ☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger ☐ Change of Name
- ☒ Other Release of Security Interest
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Chase Bank of Texas, N.A.

Execution Date
Month Day Year
8/19/99

Formerly Texas Commerce Bank National Association

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Labtec Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) Building No. 8, Columbus Tech Center

Address (line 2) 1499 S.E. Tech Center Place, Suite 350

Address (line 3) Vancouver

Washington

98683

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

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

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: 002071 FRAME: 0948

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

212 536-9071

Name

Lauren Bernstein

Address (line 1)

Kaye, Scholer, Fierman, Hays & Handler, LLP

Address (line 2)

425 Park Ave.

Address (line 3)

New York, NY 10022

Address (line 4)

Pages

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

#

7

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)

1,453,553		

Number of Properties

Enter the total number of properties involved.

#

1

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.

Rannyn S. Dalley

Name of Person Signing

Signature

Date Signed

Rannyn S. Dalley Dec 6, 1999

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE is granted by **Chase Bank of Texas, N.A. (f/k/a Texas Commerce Bank National Association)**, (hereinafter referred to as the "Secured Party") to **Labtec Corporation**, a Delaware corporation (hereinafter referred to as the "Grantor") and the successor to (by merger with) **Labtec Enterprises, Inc.**, a Washington corporation ("Old Labtec")

WHEREAS, Old Labtec and Lender entered into a Credit Agreement (hereinafter referred to as the "Credit Agreement") and related Security and Trademark Security Agreements (hereinafter referred to as the "Security Agreements") by which the Secured Party acquired security interests in Old Labtec's Trademark Collateral (as defined in the Trademark Security Agreement) including but not limited to the U.S. trademark registrations listed on Schedule A hereto to secure the payment of all of Old Labtec's Obligations as defined in the Credit Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the U.S. Patent and Trademark Office on August 8, 1994 at Trademark Reel 1188 at Frames 0386-0390; and

WHEREAS, all of Old Labtec's Obligations under the Credit Agreement have been satisfied and the Secured Party desires to release, in favor of Grantor (as successor to Old Labtec), the security interests granted in the Credit Agreement and Security Agreements in Old Labtec's Trademark Collateral including but not limited to the U.S. trademark registrations listed on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby releases the security interests granted in the Credit Agreement and Security Agreements in Old Labtec's Trademark Collateral including but not limited to the U.S. trademark registrations listed on Schedule A hereto.

The Secured Party expressly agrees to execute and deliver, at the request of the Grantor, all papers, instruments, and other documents and to perform any other acts the Grantor reasonably may require in order to terminate the security interests granted in the Credit Agreement and Security Agreements and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Grantor.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed by its duly authorized officer on this 19th day of August 1999.

Chase Bank Of Texas, N.A.

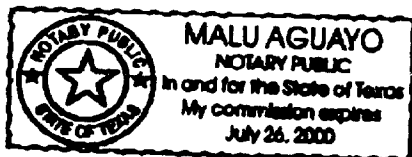
By: Mike Lister

Name: Mike Lister

Title: Vice President

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

On this 19 day of August 1999 before me personally appeared MIKE LISTER, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as VICE PRESIDENT of Chase Bank of Texas, N.A., who being by me duly sworn, did depose and say that (s)he is VICE PRESIDENT of, Chase Bank of Texas, N.A., the association described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said national association by order of its Board of Directors; that (s)he signed his/her name thereto by like order; and that (s)he acknowledged said instrument to be the free act and deed of said national association.



Malu Aguayo
Notary Public

My commission expires: _____