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To the Honorable Commissioner

101366373

the attached original documents or copy thereof.

1. Name of conveying party(ies): Freedom Scientific Inc.

Freedom Scientific Inc.

OPR/FINANCE

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 11, 2000

2. Name and address of receiving party(ies)

Name: Heller Financial Inc., as agent

Internal Address: _____

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

05/19/2000 JSMB/ZZ 00000004 1066249

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

02 FC:482

75.00 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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

4/27/00
Date

Total number of pages including cover sheet, attachments, and document: 1

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

TRADEMARK
REEL: 002077 FRAME: 0888

Continuation Item 1

Freedom Scientific BLV Group, LLC
a Delaware Limited Liability Company

Schedule 1
to Trademark Security Agreement

Continuation
Item 4

A. TRADEMARKS

BLV REGISTERED TRADEMARKS:

<u>TITLE</u>	<u>COUNTRY</u>	<u>REGISTRATION INFORMATION</u>	
SCREEN POWER	U.S.	Reg. No. 1,866,249	①
SCREEN POWER	United Kingdom	Reg. No. 1536154	
SCREEN POWER	Sweden	Reg. No. 93-04757	
SCREEN POWER	Germany	Reg. No. 2064685	
SCREEN POWER	France	Reg. No. 93/469.041	
MAGic/Magnification in Color	U.S.	Reg. No. 2,275,691	2
JAWS	U.S.	Reg. No. 1,606,168	3
WORDSCHOLAR	U.S.	Reg. No. 1,870,431	4

BORROWER REGISTERED TRADEMARKS:
None.

B. TRADEMARK APPLICATIONS

BLV TRADEMARK APPLICATIONS:

<u>TITLE</u>	<u>COUNTRY</u>	<u>REGISTRATION INFORMATION</u>
SCREEN POWER	Netherlands	Application No. 797805
SCREEN POWER	Japan	Application in process
SCREEN POWER	Canada	Application No. 729359
SCREEN POWER	Australia	Application No. 602592

BORROWER TRADEMARK APPLICATIONS:
None.

1.

TRADEMARK SECURITY AGREEMENT

WHEREAS, FREEDOM SCIENTIFIC INC., a Delaware corporation ("Borrower") and FREEDOM SCIENTIFIC BLV GROUP, LLC, a Delaware limited liability company ("BLV") (each of Borrower and BLV being hereinafter individually referred to as a "Grantor" and, collectively, referred to as "Grantors"), own the Trademarks and applications for Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Borrower and Heller Financial, Inc. ("Agent") are parties to a Credit Agreement dated as of April 11, 2000 (as same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrower by Agent and certain other financial institutions that may from time to time become parties thereto as Lenders;

WHEREAS, BLV is a wholly-owned subsidiary of Borrower, has guarantied the Obligations, receives and will receive financial support from Borrower and will receive direct and indirect economic benefits from the making of loans and extension of other financial accommodations to Borrower under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 11, 2000 (as the same may be amended and in effect from time to time, the "Security Agreement") among Grantors and Agent (in such capacity, "Grantee"), each Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark and application for Trademark registered with the U.S. Patent and Trademark Office and listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

The security interest granted hereby is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 11th day of April, 2000.

FREEDOM SCIENTIFIC INC.

By: RH Chandler
Title: Chairman & President

FREEDOM SCIENTIFIC BLV GROUP, LLC

By: RH Chandler
Title: Manager & President

Acknowledged:

HELLER FINANCIAL, INC., as Agent

By: [Signature]
Title: _____

**FRANCOIS DELANGLE
VICE PRESIDENT**

ACKNOWLEDGEMENT

STATE OF New York)

) ss.

COUNTY OF New York

On the 11TH day of April, 2000 before me personally appeared R.H. Chandler, 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 Chairman + President of Freedom Scientific Inc. who being by me duly sworn, did depose and say that he/she is Chairman + President of Freedom Scientific Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

My commission expires: _____


Notary Public

MARGARET A. DeSANTO
Notary Public, State of New York
No. 01DE4645953
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires Dec. 31, 2001

ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 11TH day of April, 2000 before me personally appeared Francois Delangle, 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 Heller Financial, Inc. who being by me duly sworn, did depose and say that he/~~she~~ is Vice President of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{Seal}


My commission expires: _____

MARGARET A. DeSANTO
Notary Public, State of New York
No. 01DE4645953
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires Dec. 31, 2001

ACKNOWLEDGEMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On the 11th day of April, 2000 before me personally appeared RH Chandler, 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 Manager + President of Freedom Scientific BLV Group, LLC who being by me duly sworn, did depose and say that he/~~she~~ is Manager + President of Freedom Scientific BLV Group, LLC, the limited liability company described in and which executed the foregoing instrument; that he/she knows the seal of said limited liability company; that the seal affixed to said instrument is such seal; that the said instrument was signed and sealed on behalf of said limited liability company by order of its Manager; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public

{Seal}

My commission expires: _____

MARGARET A. DeSANTO
Notary Public, State of New York
No. 01DE4645953
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires Dec. 31, 2001

Schedule 1
to Trademark Security Agreement

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WORDSCHOLAR	U.S.	Reg. No. 1,870,431

①

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BORROWER REGISTERED TRADEMARKS:

None.

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SCREEN POWER	Australia	Application No. 602592

BORROWER TRADEMARK APPLICATIONS:

None.

1.

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RECORDED: 05/04/2000

TRADEMARK
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