

07-14-2000

7.13.00



101403782

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

Effective Date  
Month Day Year  
04 06 00

Conveying Party

Mark if additional names of conveying parties attached

Name SST Acquisition Corp.

Execution Date  
Month Day Year  
04 06 00

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 FINOVA Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 355 South Grand Avenue, Suite 2400

Address (line 2) Attn: Manager

Address (line 3) Los Angeles  
City

California  
State/Country

90071  
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.)

07/13/2000 DMGUYEN 00000100 75598829

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
225.00 OP

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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: 002099 FRAME: 0918

**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" value="75598829"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2134907"/>	<input type="text" value="2145171"/>	<input type="text" value="1662232"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1561951"/>	<input type="text" value="1397463"/>	<input type="text" value="1738111"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1986266"/>	<input type="text" value="2191446"/>	<input type="text" value="1772252"/>

**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.

Joel Kabakoff

6/5/00

Name of Person Signing

Signature

Date Signed

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of April 6, 2000, is executed by SST ACQUISITION CORP., an Illinois corporation ("Borrower"), in favor of FINOVA Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof among Borrower and Lender (the "Loan Agreement"), Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Borrower has entered into a Security Agreement (Intellectual Property) dated the date hereof (the "Security Agreement") in favor of Lender; and

D. Pursuant to the Security Agreement, Borrower has granted to Lender a security interest in all right, title and interest of Borrower in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

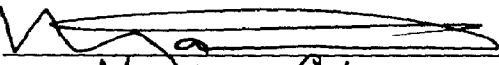
Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

FINOVA CAPITAL CORPORATION  
355 South Grand Avenue, Suite 2400  
Los Angeles, CA 90071  
Attn: Manager  
Telephone No.: (213) 253-1523  
Telecopier No.: (213) 253-1517

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

SST ACQUISITION CORP.

By:   
Name: Matthew Coleman  
Title: President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF LAKE )

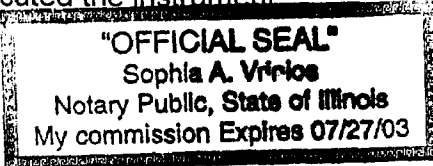
On APRIL 7, 2000, before me, Matthew Coleman, President  
(Name and Title of Officer)

personally appeared \_\_\_\_\_

- personally known to me
- or-
- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Sophia A. Vrtos  
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- Partner(s)  Limited
- Attorney-In-Fact  General
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

Signer is representing:  
Name Of Person(s) Or Entity(ies)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Title Or Type Of Document

\_\_\_\_\_  
Number Of Pages

\_\_\_\_\_  
Date Of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

SCHEDULE I-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Trademark	Jurisdiction	Reg. Date	Reg. No.
SOUNDSTREAM Logo	Australia	5/3/86	441679
SOUNDSTREAM Logo	Austria	12/14/95	161517
SOUNDSTREAM Logo	Benelux	8/14/90	485514
SOUNDSTREAM Logo	Bermuda	8/31/90	21065
SIMUL-SOURCE Logo	California	9/24/89	(abandoned)
SOUNDSTREAM Logo	California	5/20/95	77113
SOUNDSTREAM Logo	California	5/20/95	77114
SOUNDSTREAM Logo	Canada	3/13/87	324858
SOUNDSTREAM Logo	China	10/21/94	711812
SOUNDSTREAM Logo	European Community	7/25/96	EM331496
SOUNDSTREAM Logo	Finland	3/20/92	117835
SOUNDSTREAM Logo	France	5/4/87	1406490
SOUNDSTREAM Logo	Germany	3/11/86	1096517
SOUNDSTREAM Logo	Greece	8/17/95	125801
SOUNDSTREAM Logo	Hong Kong	3/23/87	B3669 of 1988
SOUNDSTREAM Logo	Indonesia	3/29/89	248082
SOUNDSTREAM Logo	Italy	3/19/86	468435
SOUNDSTREAM Logo	Malaysia	8/7/90	5116/90
SOUNDSTREAM Logo	Mexico	8/7/92	419362
SOUNDSTREAM Logo	New Zealand	7/18/96	264686
SOUNDSTREAM Logo	Phillipines	2/1/93	54198
SOUNDSTREAM Logo	Russia	8/21/95	149395
SOUNDSTREAM Logo	Singapore	3/13/93	1057/86
SOUNDSTREAM Logo	South Korea	9/11/93	274074
SOUNDSTREAM Logo	Spain	2/27/90	1586422
SOUNDSTREAM Logo	Sweden	4/30/92	233607
SOUNDSTREAM Logo	Switzerland	31484	348238
SOUNDSTREAM Logo	Taiwan	6/9/87	389695
SOUNDSTREAM Logo	Thailand	7/2/96	309410/KOR46917
SOUNDSTREAM Logo	UK	8/10/90	B1437851
AIR BASS	United States	2/3/98	2134907
Design Only	United States	3/17/98	2145171
LIGHTSTREAM	United States	5/18/93	1772252(abandoned)
PURE CLASS A	United States	10/29/91	1662232
SIMUL-SOURCE Logo	United States	10/24/89	1561951
SOUNDSTREAM Logo	United States	6/17/86	1397463
SOUNDSTREAM Logo	United States	12/8/92	1738111
SPL	United States	7/9/96	1986266
TARANTULA Logo	United States	9/22/98	2191446

**SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**

**TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>JURISDICTION</b>	<b>DATE FILED</b>	<b>APPLICATION NO.</b>
SOUNDSTREAM Logo	Brazil		819.474.410
SOUNDSTREAM Logo	Brazil		819.471.240(abandoned)
SOUNDSTREAM Logo	Norway	8/2/96	96.4636(abandoned)
SOUNDSTREAM Logo	Saudi Arabia		never filed
SOUNDSTREAM Logo	South Africa	7/18/96	96/09682(abandoned)
SOUNDSTREAM Logo	Turkey		never filed
STEWART ELECTRONICS	United States	12/3/98	75598829

I-B-1

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**RECORDED: 07/13/2000**

**TRADEMARK  
REEL: 002099 FRAME: 0924**