

07-14-2000



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MRO

RECORDATION NUMBER: 52

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
- Change of Name
- Other

Effective Date
Month Day Year

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)

- 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

07/13/2000 DNGUYEN 00000316 75754856

FOR OFFICE USE ONLY

01 FC:401 40.00 DP
02 FC:402 75.00 DP

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: 002100 FRAME: 0138

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)

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.

Linda A. Heban

Name of Person Signing

Linda A. Heban

Signature

6/16/00

Date Signed

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2000 (this "**Trademark Security Agreement**"), made by Circuit Research Labs, Inc., an Arizona corporation (the "**Grantor**"), in favor of Orban, Inc., a Delaware corporation (the "**Lender**"), parties to the Guarantee and Collateral Agreement, dated as of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "**Collateral Agreement**"), made by CRL Systems, Inc., a Nevada corporation and wholly-owned subsidiary of the Grantor ("**CRL**"), and the Grantor in favor of the Lender.

A. Pursuant to the Credit Agreement, the Lender has agreed to extend credit to CRL, as borrower, upon the terms and subject to the conditions set forth therein.

B. In order to induce the Lender to enter into the Credit Agreement, the Grantor granted to the Lender a security interest in all of the Grantor's assets described in the Collateral Agreement, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and applications, trademark licenses, and all proceeds thereof as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations (as defined in the Collateral Agreement).

C. The Grantor will derive substantial direct and indirect benefit from the Lender extending credit to CRL under the Credit Agreement.

D. The Grantor owns the trademarks and trademark applications identified on Schedule 1 annexed hereto.

E. Pursuant to the Collateral Agreement, the Grantor has agreed to execute and deliver to the Lender such instruments and documents as the Lender may reasonably request in order to obtain and preserve the full benefits of the Collateral Agreement, and in connection therewith the Lender desires that the Grantor enter into, and the Grantor desires to enter into, this Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns, transfers and grants to the Lender, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

- (1) (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, words, terms, names, symbols and devices and all combinations thereof and other source or business identifiers, and all

goodwill of the business connected with the use thereof, and symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including, without limitation, those listed in Schedule 1 annexed hereto, and (b) the right to obtain all renewals and extensions thereof (collectively, the "**Trademarks**");

(2) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to use any Trademark, including, without limitation, those listed in Schedule 1 annexed hereto, and all renewals and extensions thereof (collectively, the "**Trademark Licenses**"); and

(3) all products, royalties and Proceeds (as defined in the Security Agreement) of or received in connection with the foregoing, and all claims and rights to sue at law or in equity for past, present or future (a) infringement, dilution or other impairment of any Trademark or Trademark License, or (b) injury to the goodwill associated with any Trademark or Trademark License, including the right to receive all proceeds and damages from the foregoing.

Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

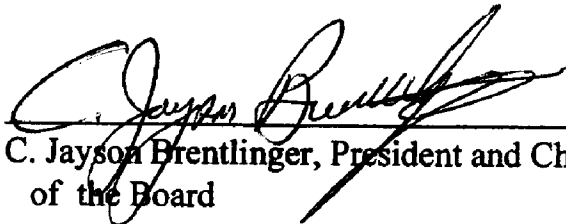
[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CIRCUIT RESEARCH LABS, INC.



C. Jayson Brentlinger, President and Chairman
of the Board

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REGISTRATION DATE</u>
DYNAFEX	1,670,137	July 1, 1982
CRL Systems	1,342,151	August 5, 1977
CRL	1,300,233	August 5, 1977

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>APPLICATION DATE</u>
MILLENNIUM	75-754856	

TRADEMARK LICENSES

<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>AGREEMENT DATE</u>
NONE.		