

07-21-2000



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6.26.00

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

75206460

- 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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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.)

07/21/2000 NTHA11 00000041 75206460

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

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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: 002106 FRAME: 0508

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.

Michael Hill

6/21/00

Name of Person Signing

Signature

Date Signed

NEGATIVE PLEDGE AGREEMENT -

TRADEMARKS

This AGREEMENT made as of the 27th day of March, 2000, by KVH Industries, Inc., a Delaware corporation, having an address of 50 Enterprise Center, Middletown, Rhode Island 02842 (the "Pledgor") for the benefit of Fleet Capital Corporation having an address of One Federal Street, Boston, Massachusetts 02110 ("Lender").

WITNESSETH :

WHEREAS, Pledgor has executed and delivered to Lender a certain Loan and Security Agreement, of even date herewith, and the agreements, instruments and documents entered into pursuant thereto, or in connection therewith (collectively the "Loan Documents") including any extensions, renewals, replacements, modifications and amendments thereof;

WHEREAS, the Pledgor has agreed not to sell, encumber or transfer in any way any of its trademarks and trademark applications, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"), except as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given in the Loan Agreement.
2. Pledgor agrees not to create, assume or suffer to exist any mortgage, pledge, encumbrance, lien, security interest, collateral assignment or other charge of any kind upon the Property except in favor of the Lender.
3. Without the prior written consent of Lender, Pledgor agrees not to sell, transfer, license, exchange, assign or otherwise dispose of the Property; provided, however, that the foregoing restriction shall not apply, (i) for so long as no Default or Event of Default exists, to dispositions of the Property which is not used or useful in the business of Pledgor, which, in the aggregate during any consecutive twelve-month period, has a fair market value of \$50,000 or less, provided that all proceeds thereof are remitted to the Lender as provided under the Loan Agreement, and (ii) pick up text from other agreement.
4. Pledgor agrees not to grant a negative pledge agreement or any other instrument similar to this Agreement to any person other than Lender.
5. Pledgor agrees that its failure to comply with the terms hereof shall constitute an Event of Default as defined in the Loan Documents.
6. Representations and Warranties. The Pledgor represents and warrants to the Lender that:

(a) Pledgor is duly organized, validly existing and in good standing under the laws of the state of its incorporation, is duly qualified to do business and in good standing in each jurisdiction in which the character of its properties or the transaction of its business makes such qualification necessary and has full power to own its properties, to carry on its business as now conducted and to execute, deliver and perform this Agreement;

(b) the execution, delivery and performance of this Agreement and the granting of a negative pledge pursuant hereto: (i) have been duly authorized by all requisite action, on its part, (ii) do not require the consent of any party (including, without limitation, its stockholders and creditors), (iii) will not (A) violate its charter or by-laws, (B) violate any law or regulation or any order of any court, tribunal or governmental agency binding on it or any of its properties, (C) violate or constitute (after due notice or lapse of time or both) a default under any indenture, agreement, license or other instrument or contract to which it is a party or by which it or any of its properties is bound or (D) result in the creation or imposition of any lien of any nature whatsoever on any of its assets (except liens created hereby) and (iv) do not require any filing or registration with, or any permit, license, consent or approval of, any governmental agency or regulatory authority;

(c) this Agreement has been duly executed and delivered by the Pledgor and is a legal, valid and binding obligation, enforceable against the Pledgor in accordance with its terms; and

(d) the Pledgor is the record and beneficial owner of, and has good and valid title to, the Property, subject to no pledge, mortgage, security interest, collateral assignment, lien or encumbrance whatsoever (except liens in favor of Lender).

6. This Agreement shall inure to, and be binding upon, the parties hereto and their successors and assigns.

7. If all sums and indebtedness owing under the Loan Documents shall be fully and indefeasibly paid in cash pursuant to their tenor, and all other obligations, agreements and provisions in the Loan Documents are fully kept and performed, then this Agreement shall become null and void (and Lender shall deliver to Pledgor a discharge of this Agreement in form suitable for recording with the Patent and Trademark Office).

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed and delivered as an instrument under seal out of the day and year first above written.

KVH INDUSTRIES, INC.

By: 

Name: Richard Forsyth

Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

March 27, 2000

Then personally appeared the above-named Richard Forsyth, and stated that he is the duly authorized Chief Financial Officer of KVH Industries, Inc. (the "Pledgor"), and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said Pledgor, before me,

Betty Ann Sullivan
Notary Public
My Commission Expires:

BETTY ANN SULLIVAN, NOTARY PUBLIC
My Commission Expires April 8, 2005

EXHIBIT A

Trademark

Registration No.

See attached Trademark List

KVH Trademark List

CountryName	TrademarkName	ClientName	Classes	Status	Application Number	Registration Number	Filing Date	Registration Date
Argentina	TRACVYSON	KVH Industries, Inc.	9	Registered	2044347	1645580	13-Aug-96	24-Sep-97
Australia	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	703941	703941	07-Mar-96	05-Jun-97
Brazil	TRACVYSON	KVH Industries, Inc.	9.35	Registered	819516759	819516759	14-Oct-96	06-Apr-99
Canada	KVH (AND DESIGN)	KVH Industries, Inc.	0	Registered	807974	479199	22-Mar-96	30-Jul-97
	TRACPHONE	KVH Industries, Inc.	0	Registered	833602	TMA 499730	14-Jan-97	28-Aug-98
	TRACVYSON							

CountryName	TrademarkName	ClientName	Classes	Status	Application Number	Filing Date	Registration Number	Registration Date
Chile	TRACVISION	KVH Industries, Inc.	0	Registered	833601	14-Jan-97	TMA 499728	28-Aug-98
					356804	03-Oct-96	486238	22-May-97
					VA02088/1996	26-Mar-96	VR03855/1996	28-Jun-96
Denmark	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	235630	01-Apr-96		
					183624	01-Apr-96	183624	19-Oct-98
					139923	01-Apr-96	139923	02-Mar-99
European Community	AZIMUTH	KVH Industries, Inc.	9	Published	139931	01-Apr-96	139931	19-Jun-98
					183624	01-Apr-96	183624	19-Oct-98
					139923	01-Apr-96	139923	02-Mar-99
European Community	SAILCOMP	KVH Industries, Inc.	9	Registered	139931	01-Apr-96	139931	19-Jun-98
					183624	01-Apr-96	183624	19-Oct-98
					139923	01-Apr-96	139923	02-Mar-99
European Community	TRACVISION	KVH Industries, Inc.	9	Registered	139931	01-Apr-96	139931	19-Jun-98
					183624	01-Apr-96	183624	19-Oct-98
					139923	01-Apr-96	139923	02-Mar-99

CountryName	TrademarkName	ClientName	Classes	Status	Application Number	Filing Date	Registration Number	Registration Date
France	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	96618005	27-Mar-96	96618005	27-Mar-96
					39615338.0	28-Mar-96	39615338	24-Sep-96
Germany	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	35627196	14-Aug-96	386633	15-Dec-97
Japan	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	285296	28-Jan-97	542283	25-Feb-97
Korea, South	TRACVISION	KVH Industries, Inc.	9	Registered	285297	28-Jan-97	542284	25-Feb-97
Mexico	TRACPHONE	KVH Industries, Inc.	9	Registered				

CountryName	TrademarkName	ClientName	Classes	Status	Application Number	Filing Date	Registration Number	Registration Date
Peru	TRACVISION	KVH Industries, Inc.	9	Registered	19344	21-Aug-96	32291	31-Dec-96
Saudi Arabia	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	33864	11-May-96	405/63	08-Jun-97
United Kingdom	KVH (AND DESIGN)	KVH Industries, Inc.	9	Registered	2061503	14-Mar-96	2061503	22-Nov-96
United States of America	AUTOGYRO	KVH Industries, Inc.	9	Registered	74/42480	30-Sep-93	1879154	14-Feb-95
	AZIMUTH	KVH Industries, Inc.	9	Registered	75/001476	04-Oct-95	2075009	01-Jul-97
	BUSNAV	KVH Industries, Inc.	9	Published	75/206460	02-Dec-96		

Country Name	Trademark Name	Client Name	Classes	Status	Application Number	Registration Number
					Filing Date	Registration Date
<i>DATA-SCOPE (STYLIZED)</i>						
		KVH Industries, Inc.	9	Registered	75/097807	2128188
					02-May-98	13-Jan-98
		KVH Industries, Inc.	9	Registered	73/830635	1610267
					11-Oct-89	14-Aug-90
<i>ECORE (AND DESIGN)</i>						
		KVH Industries, Inc.	8, 9	Registered	74/407191	1859476
					28-Jun-93	25-Oct-94
<i>KVH (AND DESIGN)</i>						
		KVH Industries, Inc.	9	Registered	75/047971	2054486
					29-Jan-96	22-Apr-97
<i>SAILCOMP</i>						
		KVH Industries, Inc.	9	Registered	73/462879	1323008
					27-Jan-84	05-Mar-85
<i>TRACPHONE</i>						
		KVH Industries, Inc.	9	Registered	74/734655	2098109
					26-Sep-95	16-Sep-97
<i>TRACVISION</i>						
		KVH Industries, Inc.	9	Registered	74/587486	1964740
					19-Oct-94	26-Mar-96
<i>Venezuela</i>						
<i>TRACVISION</i>						
		KVH Industries, Inc.	9	Published	14364	
					29-Aug-96	