

08-03-2000

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



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

101421998

Handwritten: 7-11-00

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
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
05 25 2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name SWR SOUND CORPORATION

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

City/State of Incorporation/Organization CALIFORNIA

Receiving Party

Mark if additional names of receiving parties attached

Name FAR EAST NATIONAL BANK

DBA/AKA/TA

Composed of

Address (line 1) 4699 JAMBOREE ROAD

Address (line 2)

Address (line 3) NEWPORT BEACH

CALIFORNIA

92660

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership

- Corporation  Association

Other

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.)

City/State of Incorporation/Organization CALIFORNIA

FOR OFFICE USE ONLY

06/02/2000 NTHAI1 00000193 75893473

01 FC:481  
02 FC:482

40.00 DP  
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: 002114 FRAME: 0450

**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="75893473"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1837785"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75893474"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1896855"/>	<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.

JEFFREY B. HARRIS

Name of Person Signing



Signature

5/25/2008

Date Signed

# TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Security Agreement") is made and entered into as of May 25, 2000, by and between SWR Sound Corporation, a California corporation, as debtor (the "Company") and Far East National Bank, a National banking corporation, as secured party (the "Secured Party") with reference to the following facts:

## RECITALS

A. The Company and the Secured Party have entered into a Business Loan Agreement dated May 25, 2000, (the "Loan Agreement") pursuant to which the Company wishes to borrow from the Secured Party, and the Secured Party has agreed to loan the Company \$1,500,000.00. The Company has agreed to execute a Promissory Note dated May 25, 2000 (the "Note"), in favor of the Secured Party to evidence its obligation to repay the loan.

B. To induce the Secured Party to make this loan, the Company has agreed to enter into this Security Agreement with Secured Party to secure its payment and performance of obligations under the Loan Agreement.

Accordingly, the parties agree as follows:

## AGREEMENT

### 1. GRANT OF SECURITY INTEREST

1.1 Grant of Security Interest. The Company grants, assigns and transfers to the Secured Party a continuing security interest in all of the Company's right, title and interest in and to the following described trademarks, and associated goodwill owned by the Company (the "Collateral"), to secure the Secured Obligations (as defined in Section 2.1):

(a) *SWR*: a trademark for loud speakers, amplifiers, preamplifiers, and electronic signal processors. This trademark is subject of an application for a principal registration pending in the United States Trademark Office (Serial Number 75/893474). A copy of the application is attached as Exhibit A.

(b) *SWR and Design*: a trademark for loud speakers, amplifiers, preamplifiers, and electronic signal processors. This trademark is subject of an application for a principal registration pending in the United States Trademark Office (Serial Number 75/893473). A copy of the application is attached as Exhibit B.

(c) *Workingman's*: a trademark for loud speakers, amplifiers and preamplifiers. This is a trademark originally registered on May 30, 1995, by SWR Engineering, Inc. (registration number is 896,855) and assigned together with all the associated goodwill to the Company. A copy of the Certificate of Registration is attached hereto as Exhibit C.

(d) *Feeling is Believing*: a trademark for loud speakers, amplifiers, preamplifiers and electronic signal processors. This is a word mark originally registered May 31,

1994, by SWR Engineering (registration number is 1,837,785) and assigned to the Company. A copy of the Certificate of Registration is attached hereto as Exhibit D.

## 2. SECURED OBLIGATIONS

2.1 Secured Obligations. This Security Agreement secures, and the Collateral is collateral security for, the prompt payment and performance in full when due of all obligations and indebtedness of the Company to the Secured Party under the Loan Agreement, whether for principal, interest, fees, expenses, or otherwise, whether now existing or hereafter owing or incurred or created, whether voluntary or involuntary, whether due or not due, or whether absolute or contingent (all such obligations of the Company to the Secured Party are referred to herein as the "Secured Obligations").

## 3. COVENANTS

3.1 Covenants by the Company. Until the payment in full of all the Secured Obligations due and owing, the Company covenants with the Secured Party that:

(a) Additional Filings. The Company shall cooperate with the Secured Party in preparing, executing and filing all financing statements, continuation statements and instruments reasonably registered to provide the Secured Party continuously with a prior perfected security interest in the Collateral. On execution of this Agreement, the Company shall execute and deliver to the Secured Party the Assignment attached as Exhibit E. (The "Assignment").

(b) Protection of Collateral. The Company shall use reasonable efforts seeking to maintain and protect the quality and value of the trademarks and the associated goodwill. Where necessary, the Company shall consider whether to file and prosecute opposition and cancellation proceedings, renew registrations of the Collateral and to do any and all acts which the Company deems reasonably necessary to preserve and maintain their rights in the Collateral.

3.2 Covenants by the Secured Party. Until the payment in full of all the secured Obligations due and owing, the Secured Party covenants with the Company that:

(a) No Rights to the Trademarks. While this Agreement is in effect and in absence of an Event of Default, the Secured Party shall not claim any interest in the Collateral, other than the Security Interest created hereby, or any right to use or purport to use the Collateral and acknowledges that it has no right to the use of the Collateral or the associated goodwill.

(b) Exclusive License to the Company. To the extent of any interest granted to the Secured Party as a result of the Agreement, the Secured Party grants the Company an exclusive license to use the trademarks.

(c) Signed Release. On repayment, the Secured Party shall execute one or more releases suitable for filing in the United States Patent and Trademark Office and wherever else deemed necessary by the Company to effectuate a release of this Agreement.

(d) Cooperation. To the extent of the interests secured herein, on the Company's request, the Secured Party shall cooperate fully and promptly review and provide necessary signature(s) with respect to any responses to Office Actions, applications, registrations, petitions or other filings in the United States Trademark Office, Trademark Trial and Appeal Board, courts or other tribunals, all at no expense to the Secured Party.

#### 4. EVENTS OF DEFAULT AND REMEDIES

4.1 Events of Default. The occurrence of any of the following events, listed in Sections 4.2 through 4.5, is an "Event of Default":

4.2 Breach of Loan Agreement. The occurrence of an "Event of Default" under the Loan Agreement which is not cured as provided in the Loan Agreement.

4.3 Dissolution; Termination of Business. The election by the Board of Directors or shareholders of the Company to dissolve or liquidate the Company or the termination of the business of the Company.

4.4 Involuntary Proceedings. Without the application or consent of the Company, (a) a receiver, trustee, custodian or similar officer is appointed for the Company or for any substantial part of its property, or (b) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction is instituted (by petition, application or otherwise) against the Company and such appointment or proceedings remain unstayed or undismissed for a period of 120 days.

4.5 Voluntary Proceedings. The Company (a) admits in writing its inability to pay its debts when due, or (b) makes a general assignment for the benefit of creditors, or (c) applies for or consents to the appointment of any receiver, trustee, custodian, or similar officer for the Company or for any substantial part of its property, or (d) institutes (by petition, application, or otherwise) or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation, or similar proceedings under the laws of any jurisdiction against the Company or (e) approves or adopts any resolution or otherwise authorizes action to approve any of the foregoing.

4.6 Remedies of Default.

(a) Remedies. In addition to all other rights and remedies that the Secured Party may have under applicable law or in equity, upon the occurrence and during the continuance of an Event of Default, the Secured Party shall have, in any jurisdiction where enforcement hereof is sought, the following rights and remedies, all of which, except as otherwise specified herein or required by law, may be exercised with or without notice to the Company and without affecting the Secured Obligations of the Company or the enforceability of the security interest created hereby:

(i) to foreclose the liens and security interests created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process;

(ii) to make such payments and do such acts as the Secured Party may deem necessary to protect its security interest in the Collateral and perform any obligation of the Company under this Security Agreement; and

(iii) to exercise all other rights, powers, privileges, and remedies of an owner of the Collateral, all at the Secured Party's sole option and as the Secured Party in its sole discretion may deem advisable.

(b) Assignment of Trademark. The Secured Party shall not attempt to file or record the Assignment in the United States Patent and Trademark Office unless and until an Event of Default shall have occurred and not been cured after written notice and at least 10 days opportunity to cure given to the Company. If any Event of Default shall have occurred and not been cured after such written notice and opportunity given by the Secured Party, the Secured Party shall have the right to record the Assignment in the United States Patent and Trademark Office. Prior to such recordation, the Assignment shall be deemed to be an instrument for security only and shall have no other force or effect.

(c) Sale of the Collateral. Any public or private sale or other disposition of the Collateral including all its associated goodwill may be held at any office of the Secured Party where such sale may be commercially reasonable, or at the Company's place of business, or at any other place permitted by applicable law. The Secured Party may direct the order and manner of sale of the Collateral, or portions thereof, as it in its sole and absolute discretion may determine, and the Company expressly waives any right to direct the order and manner of sale of any Collateral. The Secured Party or any person on the Secured Party's behalf may bid and purchase at any such sale or other disposition.

(d) Notice of Sale. The Secured Party shall send to the Company reasonable written notice of the date, time and place of any public sale thereof or of the time and date on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is given by any of the methods set forth in Section 6.7 at least 5 days before the date of the sale. The Company expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations (other than any publication required by applicable law) except as expressly provided for in this Section 4.6(d).

(e) Nature of Sale. On the consummation of any sale of Collateral, the Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of the Company or any other person, and the Company hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and appraisal that it now has or may at any time in the future have under any rule of law or statute now existing or hereinafter enacted. If the sale of all or any part

of the Collateral is made on credit or for future delivery, the Secured Party shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by the Secured Party, and any Collateral so sold may be retained by the Secured Party until the sale price is paid in full by the purchaser or purchasers thereof. The Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

4.7 Application of Proceeds. The net cash proceeds resulting from the collection, liquidation, sale or other disposition of the Collateral shall be applied, first to the reasonable expenses (including reasonable attorneys' fees and disbursements), and then to the satisfaction of the other Secured Obligations in such order as shall be determined by the Secured Party in its sole and absolute discretion. The Company shall pay to the Secured Party on demand any deficiency with regard thereto that may remain after any sale, disposition, collection or liquidation of the Collateral. Any surplus held by the Secured Party after payment in full of all Secured Obligations shall be remitted to the Company.

4.8 Protection of the Collateral and Associated Goodwill. Following recordation of the Assignment as permitted by Section 4.6(b), the Secured Party shall permit the Company to continue its use of the Collateral and associated goodwill for no less than 90 days. For so long as the Company continues to use the Collateral after the recordation of the Assignment, the Company shall continue to protect and maintain the quality of the goods and services associated with the Collateral and associated goodwill and shall adhere to reasonable requests made by the Secured Party for purposes of protecting the Collateral and associated goodwill.

## 5. SECURED PARTY APPOINTED LIMITED ATTORNEY-IN-FACT

5.1 Attorney-In-Fact. Except as otherwise provided in this Agreement, the Company hereby irrevocably appoints the Secured Party as the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company, the Secured Party or otherwise, to execute and deliver the assignment pursuant to Section 4.6(b) of this Agreement. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

## 6. MISCELLANEOUS

6.1 Headings. The Article, Section and other headings contained in this Security Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Security Agreement.

6.2 Governing Law. The validity, construction and performance of this Security Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of California.

6.3 Entire Agreement. This Security Agreement, embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Security Agreement, and supersedes all prior agreements, understandings, negotiations, representations

and discussions, whether verbal or written, of the parties, pertaining to that subject matter. There are no promises, terms, conditions or obligations of the parties pertaining to that subject matter other than as contained in this Security Agreement.

6.4 Assignment. Neither this Security Agreement nor any rights under this Security Agreement may be assigned by any party without the prior written consent of the other party.

6.5 Binding Effect. The provisions of this Security Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 Parties in Interest. Nothing in this Security Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Security Agreement.

6.7 Notices. Any notice or communication required or permitted by this Security Agreement shall be deemed sufficiently given if in writing and, if delivered personally, when it is delivered or, if delivered in another manner, the earlier of when it is actually received by the party to whom it is directed or when the period set forth below expires (whether or not it is actually received):

(a) if deposited with the U.S. Postal Service, postage prepaid, and addressed to the party to receive it as set forth below, (i) 48 hours after such deposit as registered or certified mail if addressed to a location in the U.S.A., or (ii) 10 days after such deposit as registered or certified airmail if addressed to a location outside of the U.S.A.; or

(b) if accepted by Federal Express or a similar delivery service in general usage for delivery to the address of the party to receive it as set forth below, 24 hours after the delivery time promised by the delivery service.

If to the Secured Party:

Far East National Bank  
4699 Jamboree Road  
Newport Beach, CA 92660

Attention: Mr. Keith Kato  
Telecopier Number: (949) 476-8364

If to the Company:

SWR Sound Corporation  
9130 Glenoaks Boulevard  
Sun Valley, CA 91352

Attention: Daryl Jamison  
Telecopier Number: (818) 253-4798



With a copy to:

Barton, Klugman & Oetting LLP  
333 South Grand Avenue, 37<sup>th</sup> Floor  
Los Angeles, California 90071-1538

Attention: Jeffrey B. Harris, Esq.  
Telecopier Number: (213) 625-1832

6.8 Counterparts. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

6.9 Amendment and Waiver. This Security Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provision of this Security Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Security Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any representations or warranties or with any provisions of this Security Agreement. No waiver by any party of a breach of any provision of this Security Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

6.10 Venue, Jurisdiction and Process. The parties agree that any suit, action or proceeding arising out of or relating to this Security Agreement, or the interpretation, performance or breach of this Security Agreement, shall be instituted in the United States District Court for the Central District of California or any court of the State of California located in Los Angeles County, and each party irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. Each party agrees to accept service of process in any such action, suit or proceeding in the manner provided for in Section 6.7(Notices).

6.11 Severability. The invalidity or unenforceability of any particular provision of this Security Agreement shall not affect the other provisions, and this Security Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

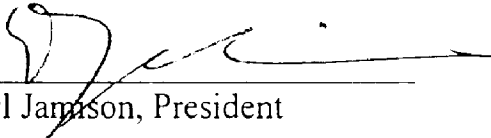
6.12 Further Action. Each party agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Security Agreement.

6.13 Survival of Representations and Warranties. All representations and warranties of the parties contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall continue until any and all Secured Obligations have been paid and performed in full.

Executed as of the date and year first above written.

Company:  
**SWR Sound Corporation,**  
a California corporation

Secured Party:  
**Far East National Bank,**  
a National banking corporation

By:   
Daryl Jamison, President

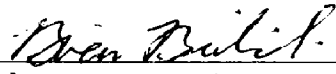
By:   
Print Name: BRIAN BIELICKI  
Title: V.P.

Exhibit A

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
APPLICATION FOR TRADEMARK REGISTRATION

Mark: "SWR"  
International Class: 9  
United States Class: 21

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Applicant: SWR Sound Corporation  
a California corporation

Business Address: 12823 Foothill Boulevard, Unit B  
Sylmar, California 91342

Applicant requests registration of the above-identified trademark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. §§ 1051 et seq., as amended) for loud speakers, amplifiers, preamplifiers, and electronic signal processors.

The mark was first used by Applicant's predecessor in 1984, was first so used in interstate commerce in 1984 and is now in such use in such commerce by Applicant. (15 U.S.C. § 1051(a), as amended.)

The mark is printed on labels that are attached to Applicant's goods. Three (3) specimens showing the mark as actually used on Applicant's goods are presented herewith.

Applicant appoints David Gurnick of the law firm Arter & Hadden LLP, members of the State Bar of California, as its attorney with full power of substitution to prosecute this application, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration.

Please send all correspondence to David Gurnick, Arter & Hadden LLP, 5959 Topanga Canyon Boulevard, Suite 244, Woodland Hills, California 91367. Please phone David Gurnick at (818) 712-0036.

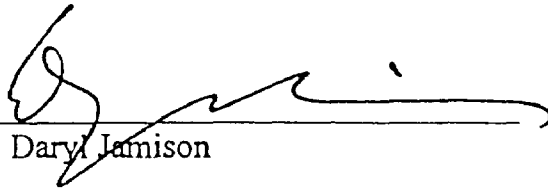
I, Daryl Jamison, declare that I am president of Applicant and am authorized to make this declaration on behalf of Applicant. I believe Applicant to be the owner of the mark sought to be registered. To the best of my knowledge, no person, firm, corporation or association other than specified in this application has the right to use the mark in commerce, either in identical form or in such near resemblance as may be likely, when used on or in connection with the goods of such other person, to cause confusion or to cause mistake or to deceive. All statements made herein of

Applicant: SWR Sound Corporation  
Mark: "SWR"

my own knowledge are true and all statements made herein on information and belief are believed to be true. Further, these statements are made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application and any registration resulting therefrom.

Signed at Sun Valley, California on Dec 30, 1999.

SWR SOUND CORPORATION

By:   
Daryl Jamison

Its: President

Applicant: SWR Sound Corporation  
Mark: "SWR"

International Class: 09  
United States Class: 21

APPLICANT: SWR Sound Corporation  
a California corporation

BUSINESS ADDRESS: 12823 Foothill Boulevard, Unit B  
Sylmar, California 91342

DATE OF FIRST USE: in 1984

DATE OF FIRST USE  
IN COMMERCE: in 1984

GOODS: for loud speakers, amplifiers, preamplifiers, and electronic  
signal processors.

**SWR**

EXHIBIT A  
**FILING RECEIPT FOR TRADEMARK APPLICATION**

Page 01 of 01

Apr 21, 2000

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When Inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

DAVID GUMICK  
ARTER & HADDEN LLP  
5959 TOPANGA CANYON BOULEVARD  
SUITE 244  
WOODLAND HILLS CALIFORNIA 91367

ATTORNEY  
REFERENCE NUMBER

**PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.**

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Preexamination File Receipt Section. Or fax a request to 703-308-9096. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/893474  
FILING DATE: Jan 7, 2000  
REGISTER: Principal  
LAW OFFICE: 103  
MARK: SWR  
MARK TYPE(S): Trademark  
DRAWING TYPE: Words, letters, or numbers in typed form  
FILING BASIS: Sect. 1(a) (Use in Commerce)

ATTORNEY: David Gumick

OWNER: SWR Sound Corporation (CALIFORNIA, Corporation)  
12823 Foothill Boulevard  
Unit B  
Sylmar, CALIFORNIA 91342

FOR: loud speakers, amplifiers, preamplifiers, and electronic signal processors  
INT. CLASS: 009  
FIRST USE: 1984

USE IN COMMERCE: 1984

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

**RECEIVED**  
APR 27 2000  
ARTER & HADDEN

CALENDARED P  
DATE 4/27/00  
INITIALS BD

Exhibit B

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
APPLICATION FOR TRADEMARK REGISTRATION

Mark: "SWR" and Design  
International Class: 9  
United States Class: 21

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

Applicant: SWR Sound Corporation  
a California corporation

Business Address: 12823 Foothill Boulevard, Unit B  
Sylmar, California 91342

Applicant requests registration of the above identified trademark shown in the accompanying drawing in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. §§ 1051 et seq., as amended) for loud speakers, amplifiers, preamplifiers, and electronic signal processors.

The mark was first used by Applicant's predecessor in 1984, was first so used in interstate commerce in 1984 and is now in such use in such commerce by Applicant. (15 U.S.C. § 1051(a), as amended.)

The mark is printed on labels that are attached to Applicant's goods. Three (3) specimens showing the mark as actually used on Applicant's goods are presented herewith.

Applicant appoints David Gurnick of the law firm Arter & Hadden LLP, members of the State Bar of California, as its attorney with full power of substitution to prosecute this application, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the certificate of registration.

Please send all correspondence to David Gurnick, Arter & Hadden LLP, 5959 Topanga Canyon Boulevard, Suite 244, Woodland Hills, California 91367. Please phone David Gurnick at (818) 712-0036.

I, Daryl Jamison, declare that I am president of Applicant and am authorized to make this declaration on behalf of Applicant. I believe Applicant to be the owner of the mark sought to be registered. To the best of my knowledge, no person, firm, corporation or association other than specified in this application has the right to use the mark in commerce, either in identical form or in such near resemblance as may be likely, when used on or in connection with the goods of such

Applicant: SWR Sound Corporation  
Mark: "SWR" and Design

other person, to cause confusion or to cause mistake or to deceive. All statements made herein of my own knowledge are true and all statements made herein on information and belief are believed to be true. Further, these statements are made with the knowledge that willful false statements and the like are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application and any registration resulting therefrom.

Signed at Sun Valley, California on Dec 30, 1999.

SWR SOUND CORPORATION

By:

  
Daryl Jamison

Its: President



Applicant: SWR Sound Corporation  
Mark: "SWR" and Design

International Class: 09  
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DATE OF FIRST USE: in 1984

DATE OF FIRST USE  
IN COMMERCE: in 1984

GOODS: for loud speakers, amplifiers, preamplifiers, and electronic  
signal processors.



~~RECEIPT~~  
**FILING RECEIPT FOR TRADEMARK APPLICATION**

Apr 21, 2000

Receipt on the DATE OF FILING of the application for registration and filing fees is acknowledged for the mark identified below. The DATE OF FILING is contingent upon the collection of any payment made by check or draft. Your application will be considered in the order in which it was received and you will be notified as to the examination thereof. Action on the merits should be expected from the Patent and Trademark Office in approximately 06 months from the filing date. When inquiring about this application, include the SERIAL NUMBER, DATE OF FILING, OWNER NAME, and MARK.

DAVID GURNICK  
ARTER & HADDEN LLP  
5959 TOPANGA CANYON BOULEVARD  
SUITE 244  
WOODLAND HILLS CALIFORNIA 91367

ATTORNEY  
REFERENCE NUMBER

**PLEASE REVIEW THE ACCURACY OF THE FILING RECEIPT DATA.**

A request for correction to the filing receipt should be submitted within 30 days to the following address: ASSISTANT COMMISSIONER FOR TRADEMARKS, 2900 CRYSTAL DRIVE, ARLINGTON, VIRGINIA 22202-3513. The correspondence should be marked to the attention of the Preexamination File Receipt Section. Or fax a request to 703-308-9096. The Patent and Trademark Office will review the request and make corrections when appropriate.

SERIAL NUMBER: 75/893473  
FILING DATE: Jan 7, 2000  
REGISTER: Principal  
LAW OFFICE: 103  
MARK: SWR  
MARK TYPE(S): Trademark  
DRAWING TYPE: Words, letters, or numbers and design  
FILING BASIS: Sect. 1(a) (Use in Commerce)

ATTORNEY: David Gurnick

OWNER: SWR Sound Corporation (CALIFORNIA, Corporation)  
12834 Foothill Boulevard  
Unit B  
Sylmar, CALIFORNIA 91342

FOR: loud speakers, amplifiers, preamplifiers, and electronic signal processors

INT. CLASS: 009

FIRST USE: 1984

USE IN COMMERCE: 1984

ALL OF THE GOODS/SERVICES IN EACH CLASS ARE LISTED

**RECEIVED**

APR 27 2000

ARTER & HADDEN

CALENDARED *P*

DATE \_\_\_\_\_

INITIALS \_\_\_\_\_

Int. Cl.: 9

Prior U.S. Cl.: 21



United States Patent and Trademark Office

Reg. No. 1,896,855

Registered May 30, 1995

TRADEMARK  
PRINCIPAL REGISTER

WORKINGMAN'S

SWR ENGINEERING, INC. (CALIFORNIA COR-  
PORATION)  
12823 FOOTHILL BLVD., UNIT B  
SYLMAR, CA 91342

FIRST USE 1-21-1994; IN COMMERCE  
5-5-1994.

SN 74-427,898, FILED 8-20-1993.

FOR: LOUD SPEAKERS, AMPLIFIERS, PRE-  
AMPLIFIERS, IN CLASS 9 (U.S. CL. 21).

JAMES A. RAUEN, EXAMINING ATTORNEY



Int. Cl.: 9

Prior U.S. Cl.: 21

United States Patent and Trademark Office

Reg. No. 1,837,785

Registered May 31, 1994

TRADEMARK  
PRINCIPAL REGISTER

FEELING IS BELIEVING

SWR ENGINEERING, INC. (CALIFORNIA CORPORATION)  
12823 FOOTHILL BLVD., UNIT B  
SYLMAR, CA 91342

FOR: LOUD SPEAKERS, AMPLIFIERS, PRE-AMPLIFIERS, AND ELECTRONIC SIGNAL PROCESSORS, IN CLASS 9 (U.S. CL. 21).

FIRST USE 2-28-1993. IN COMMERCE  
2-28-1993.

SER. NO. 74-427,895. FILED 8-20-1993.

JAMES A. RAUEN, EXAMINING ATTORNEY

Exhibit E

**ASSIGNMENT**

SWR Sound Corporation, a California corporation ("Assignor") assigns and transfers to Far East National Bank, a National banking corporation ("Assignee"), all right, title and interest, including associated goodwill, of Assignor in and to the following trademarks:

1. "SWR" (Application pending, Serial No. 75/893474)
2. "SWR and Design" (Application pending, Serial No. 75/893473)
3. "Workingman's" (Reg. No. 1,896,855)
4. "Feeling is Believing" (Reg. No. 1,837,785).

The Commissioner of Patents and Trademarks is requested to amend the Certificate of Registrations to reflect the assignment of the foregoing trademarks and associated goodwill to said assignee, Far East National Bank.

Executed this 26th day of June, 2000.

Assignor:

SWR SOUND CORPORATION, INC  
a California corporation

By: \_\_\_\_\_  
Daryl Jamison, President

The foregoing assignment is accepted:

FAR EAST NATIONAL BANK  
a National corporation

By \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_