

10-30-2000



101498893

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

9-6-00

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

Execution Date
Month Day Year

Name

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)

City

State/Country

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.)

FOR OFFICE USE ONLY

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: 002167 FRAME: 0697

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

650-496-7543

Name

Nancy Bouch, Legal Assistant

Address (line 1)

Wilson Sonsini Goodrich & Rosati, P.C.

Address (line 2)

650 Page Mill Road

Address (line 3)

Palo Alto, CA 94304

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

10

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)

75/199,438

75/429,874

75/430,124

2,293,526

2,342,594

2,354,639

75/429,835

75/430,123

75/479,277

75/548,951

75/548,939

75/548,290

Number of Properties

Enter the total number of properties involved.

13

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 340.00

Method of Payment:

Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-2415 Attn: 12691.000

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.

Nancy Bouch

Name of Person Signing

Signature

9/6/2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
 General Partnership
 Limited Partnership
 Corporation
 Association
 Other
 Citizenship/State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

Vector Later-Stage Equity Fund, L.P.

DBA/AKA/TA

Composed of

Address (line 1)

1751 Lake Cook Road, Suite 350

Address (line 2)

Address (line 3)

Deerfield

City

Illinois\USA

State/Country

60015

Zip Code

- 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 Illinois

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)

75/548,953					

RIDER
To FORM PTO-1618A

Vector Later-Stage Equity Fund, L.P.
1751 Lake Cook Rd., Suite 350
Deerfield, IL 60015

Hoya Holdings, Inc.
224 Airport Parkway, #620
San Jose, CA 94025

Nikko Synergy Ventures U.S.A.
535 Middlefield Rd., Suite 230
Menlo Park, CA 94025

Rho Management Trust I
152 West 57th Street, 23rd Floor
New York, NY 10019

Vector Later-Stage Equity Fund II, L.P.
1751 Lake Cook Rd., Suite 350
Deerfield, IL 60015

St. Andrews Partnership, L.P.
1610 Desperes Road, Suite 395
St. Louis, MO 63131

Axiom Venture Partners, L.P.
One Post Street, Suite 2525
San Francisco, CA 94104

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of June 30, 2000 ("Security Agreement"), is made by DECIBEL INSTRUMENTS, INC., a Delaware corporation (the "Company"), in favor of the investor listed on Exhibit A to the Convertible Note and Warrant Purchase Agreement (the "Agreement") of even date herewith (individually a "Secured Party" and collectively the "Secured Parties"), in the aggregate amounts set forth on the Exhibit A to the Agreement (the "Loans").

RECITALS

A. Each Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to the Company as evidenced by the Agreement.

B. Each Secured Party is willing to make the Loans to the Company, but only upon the condition, among others, that the Company shall have executed and delivered to Secured Party this Security Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce Secured Party to make the Loans and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Company hereby represents, warrants, covenants and agrees as follows:

1. **DEFINED TERMS.** Unless otherwise defined herein the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Collateral" has the meaning set forth in Section 2 of this Security Agreement.

"Contracts" means all contracts, undertakings, franchise agreements or other agreements in or under which the Company may now hold or hereafter acquires any right, title or interest, including, without limitation, with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

"Copyright License" means any agreement, in which the Company now holds or hereafter acquires any interest, granting any right in or to any copyright or copyright registration (whether the Company is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which the Company has obtained the exclusive right to use a copyright owned by a third party.

"Copyrights" mean all of the following in which the Company now holds or hereafter acquires any interest: (a) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country; (b) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency

of the United States, any State thereof or any other country; (c) any continuations, renewals or extensions thereof; and (d) any registrations to be issued in any pending applications, (e) prior versions of works covered by copyright and all works based upon, derived from, or incorporating such works; (f) income, royalties, damages, claims, and payments now and hereafter due and payable with respect to copyrights including, without limitation, damages and payments for past, present, or future infringement; (g) rights to sue for past, present and future infringements of copyright; and (h) any other rights corresponding to any of the foregoing rights throughout the world.

"Event of Default" means any failure by the Company forthwith to pay or perform any of the Secured Obligations.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by the Company.

"Patent License" means any written agreement, in which the Company now holds or hereafter acquires any interest, granting any right with respect to any invention on which a patent is in existence (whether the Company is the licensee or the licensor thereunder).

"Patents" means all of the following in which the Company now holds or hereafter acquires any interest: (a) letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country and all rights corresponding thereto, including, without limitation, registrations, recordings and applications 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 and (b) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (c) all petty patents, divisionals and patents of addition; and (d) all patents to issue in any such applications.

"Permitted Lien" means an interest in the Collateral securing an obligation of the Company which is existing on the date of this Security Agreement and listed on the attached **Schedule A** and (i) liens for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided provision is made to the reasonable satisfaction of Secured Party for the eventual payment thereof if subsequently found payable; (ii) liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords incurred in the ordinary course of business for sums not overdue or being contested in good faith, provided provision is made to the reasonable satisfaction of Secured Party for the eventual payment thereof if subsequently found payable; (iii) deposits under workers' compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business; (iv) liens upon any equipment acquired or held by the Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (v) easements, reservations, rights of way, restrictions, minor defects or irregularities in title

and other similar charges or encumbrances affecting real property in a manner not materially or adversely affecting the value or use of such property; (vi) liens in favor of Secured Party; (vii) liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods; (viii) liens which constitute right of setoff of a customary nature or banker's liens, whether arising by law or by contract; and (ix) liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums.

"Secured Obligations" means (a) the obligation of the Company to repay Secured Party all of the unpaid principal amount of, and accrued interest on including any interest that accrues after the commencement of bankruptcy, the Loans, (ii) the obligation of the Company to pay any fees, costs and expenses of the Secured Parties under the Notes or under **Section 7(b)** hereof and (c) all other indebtedness, liabilities and obligations of the Company to Secured Party, whether now existing or hereafter incurred, and whether created under, arising out of or in connection with any written agreement or otherwise.

"Trademark License" means any written agreement, in which the Company now holds or hereafter acquires any interest, granting any right in and to any trademark or trademark registration (whether the Company is the licensee or the licensor thereunder).

~~**"Trademarks"** means any of the following now owned or hereafter acquired by the~~
Company: (a) any trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications 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 (the "Marks"), (b) any reissues, extensions or renewals thereof, and (c) the goodwill of the business symbolized by or associated with the Marks, (d) income, royalties, damages and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement, misappropriation, or dilution, and (e) rights to sue for past, present and future infringements of the Marks.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

In addition, the following terms shall be defined terms having the meaning set forth for such terms in the UCC (definition sections of the UCC are noted parenthetically): "Account Debtor" (9105(1)(a)); "Accounts" (9106); "Chattel Paper" (9105(1)(b)); "Deposit Accounts" (9105(e)); "Documents" (9105(1)(f)); "Equipment" (9109(2)); "Financial Assets" (8102(a)(9)); "Fixtures"

(9313(1)(a)); "General Intangibles" (9106); "Goods" (9105(1)(h)); "Instruments" (9105(1)(i)); "Inventory" (9109(4)); "Investment Property" (9115(1)(f)); "Proceeds" (9306(1)). Each of the foregoing defined terms shall include all of such items now owned, or hereafter acquired, by the Company.

2. GRANT OF SECURITY INTEREST. As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce Secured Parties to cause the Loans to be made, the Company hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Parties, and hereby grants to Secured Parties, a security interest in all of the Company's right, title and interest in, to and under the following (all of which being herein collectively called the "Collateral"):

- (a) All Accounts of the Company;
- (b) All Chattel Paper of the Company;
- (c) All Contracts of the Company;
- (d) All Deposit Accounts of the Company;
- (e) All Documents of the Company;
- (f) All Financial Assets of the Company;
- (g) All Fixtures of the Company;
- (h) All General Intangibles of the Company including, without limitation, all Copyrights, Patents, Trademarks, Licenses, designs, drawings, technical information, marketing plans, customer lists, trade secrets, proprietary or confidential information, inventions (whether or not patentable), procedures, know-how, models and data;
- (i) All Goods of the Company;
- (j) All Instruments of the Company;
- (k) All Inventory of the Company;
- (l) All Investment Property of the Company;
- (m) All Licenses of the Company;
- (n) All property of the Company held by Secured Parties, or any other party for whom Secured Parties are acting as agent hereunder, including, without limitation, all property of every description now or hereafter in the possession or custody of or in transit to Secured Parties or

such other party for any purpose, including, without limitation, safekeeping, collection or pledge, for the account of the Company, or as to which the Company may have any right or power;

(o) All other goods and personal property of the Company whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, the Company and wherever located; and

(p) To the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include any property, rights or licenses to the extent the granting of a security interest therein (i) would be contrary to applicable law or (ii) is prohibited by or would constitute a default under any Permitted Liens, agreement or document governing such property rights or licenses (but only to the extent such prohibition is enforceable under applicable law).

3. RIGHTS OF SECURED PARTY; COLLECTION OF ACCOUNTS.

~~(a) Notwithstanding anything contained in this Security Agreement to the contrary,~~ the Company expressly agrees that it shall remain liable under each of its Contracts and each of its Licenses to observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract or License. Secured Party shall not have any obligation or liability under any Contract or License by reason of or arising out of this Security Agreement or the granting to Secured Party of a lien therein or the receipt by Secured Party of any payment relating to any Contract or License pursuant hereto, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Company under or pursuant to any Contract or License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any Contract or License, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Secured Party authorizes the Company to collect its Accounts, provided that such collection is performed in a prudent and businesslike manner, and Secured Party may, upon the occurrence and during the continuation of any Event of Default and without notice, limit or terminate said authority at any time. If an Event of Default has occurred and is continuing, at the request of Secured Party, the Company shall deliver all original and other documents evidencing and relating to, the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(c) Secured Party may at any time, upon the occurrence and during the continuation of any Event of Default, notify Account Debtors of the Company, parties to the Contracts of the Company, obligors in respect of Instruments of the Company and obligors in respect of Chattel

Paper of the Company that the Accounts and the right, title and interest of the Company in and under such Contracts, Instruments and Chattel Paper have been assigned to Secured Party and that payments shall be made directly to Secured Party. Upon the request of Secured Party, the Company shall so notify such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper. Upon the occurrence and during the continuation of an Event of Default, Secured Party may, in its name, or in the name of others communicate with such Account Debtors, parties to such Contracts, obligors in respect of such Instruments and obligors in respect of such Chattel Paper to verify with such parties, to Secured Party's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Instruments or Chattel Paper.

4. REPRESENTATIONS AND WARRANTIES. The Company hereby represents and warrants to Secured Party that:

(a) Except for the security interest granted to Secured Party under this Security Agreement and Permitted Liens, the Company is the sole legal and equitable owner of each item of the Collateral in which it purports to grant a security interest hereunder, having good and marketable title thereto free and clear of any and all liens except for Permitted Liens.

~~(b) No effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by the Company in favor of Secured Party pursuant to this Security Agreement except for Permitted Liens.~~

(c) This Security Agreement creates a legal and valid security interest on and in all of the Collateral in which the Company now has rights, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken. Accordingly, Secured Party has a fully perfected first priority security interest in all of the Collateral in which the Company now has rights subject only to Permitted Liens. This Security Agreement will create a legal and valid and fully perfected first priority security interest in the Collateral in which the Company later acquires rights, when the Company acquires those rights.

5. COVENANTS. The Company covenants and agrees with Secured Party that from and after the date of this Security Agreement and until the Secured Obligations have been performed and paid in full that at the sole expense of the Company, the Company shall promptly and duly execute and deliver any and all such further instruments and documents (including, without limitation, UCC-1 Financing Statements, patent and trademark office and copyright office recordings and any other documents in connection therewith) and take such further action as may be necessary to perfect the security interest granted herein and to maintain the priority of such security interest.

6. RIGHTS AND REMEDIES UPON DEFAULT.

(a) Upon the occurrence and during the continuance of any Event of Default, Secured Parties may exercise in addition to all other rights and remedies granted under this Security Agreement, all rights and remedies of a secured party under the UCC.

(b) the Company also agrees to pay all fees, costs and expenses of each Secured Party, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(c) the Company hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

(d) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Company in the following order of priorities:

FIRST, to holders of Permitted Liens;

SECOND, to Secured Party in an amount equal to the then unpaid Secured Obligations, or if funds are insufficient for full repayment, to the Secured Parties in proportion to the amount owed pursuant to the Loans to the Secured Parties; and

FINALLY, upon payment in full of the Secured Obligations, to the Company or its representatives or as a court of competent jurisdiction may direct.

7. LIMITATION ON SECURED PARTY'S DUTY IN RESPECT OF COLLATERAL. Each Secured Party shall be deemed to have acted reasonably in the custody, preservation and disposition of any of the Collateral if it complies with any obligations under UCC Section 9-207 and takes such action as the Company requests in writing, but failure of each Secured Party to comply with any such request shall not in itself be deemed a failure to act reasonably, and no failure of such Secured Party to do any act not so requested shall be deemed a failure to act reasonably.

8. REINSTATEMENT. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation or reorganization, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

9. MISCELLANEOUS.

9.1 No Waiver; Cumulative Remedies.

(a) Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(b) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(c) None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by the Company and Secured Party.

9.2 Termination of this Security Agreement. Subject to Section 8 hereof, this Security Agreement and the security interests created hereby shall terminate upon the payment and performance in full of the Secured Obligations. Upon such termination of this Security Agreement and the security interest hereunder, all rights in and to the Collateral granted or pledged by the Company hereunder shall automatically revert to the Company, or to the person or persons legally entitled thereto, and Secured Party shall return any pledged Collateral in its possession to the Company, or to the person or persons legally entitled thereto, and shall endorse, execute, deliver, record and file all instruments and documents, and do all other acts and things, reasonably required for the return of the Collateral to the Company, or to the person or persons legally entitled thereto, and to evidence or document the release of the interests of Secured Party arising under this Agreement, all as reasonably requested by and at the expense of the Company.

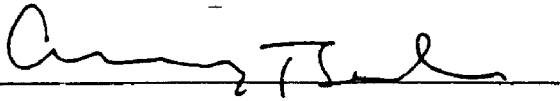
9.3 Successor and Assigns. This Security Agreement and all obligations of the Company hereunder shall be binding upon the successors and assigns of the Company, and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, any future holder of any of the indebtedness and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the lien granted to Secured Party hereunder.

9.4 Governing Law. In all respects, including all matters of construction, validity and performance, this Security Agreement and the Secured Obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of California applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

THE COMPANY

DECIBEL INSTRUMENTS, INC.

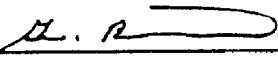
By: 

Printed Name: Gregory T Semler

Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

INVESTOR: Hoya Holding's Inc.

By: 

Printed Name: Gerald W. Bottero

Title: President
Hoya Holding's Inc.



September 6, 2000

VIA EXPRESS MAIL

Assistant Commissioner of Trademarks
Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

**Re: Request for Recordation of Grant of Security Interest in Trademarks
Our Reference: Decibel Instruments, Inc. (12691.000)**

Dear Assistant Commissioner:

Enclosed for filing is a copy of the Security Agreement (consisting of nine (9) pages) and an executed recordation cover sheet for the Trademarks listed therein, and a rider with additional Receiving Parties. The Assistant Commissioner is authorized to charge the fees, which may be required to Deposit Account Number 23-2415 ATTN: 12691.000.

A duplicate copy of Form PTO-1618 is included for your accounting purposes.

If you have any questions, please telephone me at your convenience at (650) 496-7543. Thank you for your attention to this matter.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

Nancy Bouch, CLA
Legal Assistant

Enclosures
cc: David Saul, Esq.

CERTIFICATE OF MAILING – 37 C.F.R. § 1.08

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner of Trademarks Commissioner of Patents and Trademarks Box Assignments Washington, DC 20231 on September 6, 2000.

Nancy Bouch, CLA

C:\N\Portbl\PALib2\NB2\1616594_1.DOC (1155)