



12-07-2000

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Docket No.:

11-20-2000



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LINEA-044293

U.S. Patent & TM Office/TM Mail Rpt Dt. #57

Commissioner of Patents

101543562

attached original documents or copy thereof.

1. Name of conveying party(ies):
WHISTLER CORPORATION OF MASSACHUSETTS

11.20.00

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **LINEAR CORPORATION**

Internal Address: _____

Street Address: **2055 Corte Del Nogal**

City: **Carlsbad** State: **CA** ZIP: **92009**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Confirmation of Assignment**

Execution Date: **November 16, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

Additional numbers Yes No

B. Trademark Registration No.(s)

1,135,612
1,477,458
2,194,098

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Anne Wang, Esq.**

Internal Address: **PRETTY & SCHROEDER, P.C.**

Street Address: **444 South Flower Street**

19th Floor

City: **Los Angeles** State: **CA** ZIP: **90071**

6. Total number of applications and registrations involved:..... **1**

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

16-2460

40.00 OP
50.00 OP

DO NOT USE THIS SPACE

9. 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.

Laurence H. Pretty
Name of Person Signing

Signature

November 17, 2000
Date

Total number of pages including cover sheet, attachments, and _____

FC:481
FC:482

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TRADEMARK
REEL: 002190 FRAME: 0488

CONFIRMATION OF ASSIGNMENT

WHEREAS, WHISTLER CORPORATION OF MASSACHUSETTS

("Whistler"), a corporation which formerly had a place of business at 16 Elizabeth Drive, Chelmsford, Massachusetts 01824, and in connection with the Asset Purchase Agreement between Whistler and Linear Corporation ("Linear") dated April 16, 1999, represented to Linear that it had previously adopted and used, and/or was the owner of record of the trademarks and associated registrations as follows;

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MULTI-CODE	1,477,458	February 23, 1988
MULTI-CODE PROTECTOR And Design	2,194,098	October 6, 1998
MULTI-ELMAC	1,135,612	May 20, 1980

WHEREAS, on or about April 16, 1999, pursuant to the "Asset Purchase Agreement," Whistler transferred immediate possession and control to Linear, a California corporation having a place of business at 2055 Corte Del Nogal, Carlsbad, California 92009, of the above-identified trademarks and registrations, together with that part of the goodwill of the business associated with the use of and symbolized by the trademarks;

WHEREAS, Linear desires to have a recordable document evidencing the purchase and sale and to have title to the trademark registrations recorded in the United States Patent and Trademark Office;

WHEREAS, Whistler filed a Chapter 11 bankruptcy proceeding on May 27, 1999 and on or about September 17, 1999, Joseph H. Baldiga, Esquire, Mirick, O'Connell, DeMallie & Lougee, 100 Front Street, Worcester, Massachusetts 01608 was appointed as Chapter 7 Trustee ("Trustee") of Whistler;

WHEREAS, the Trustee was not a party to the Asset Purchase Agreement and has no knowledge or information as to whether and to what extent Whistler had an interest in the trademarks and associated registrations herein;

NOW, THEREFORE, in consideration of the foregoing recitals and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Whistler by and through the Trustee hereby confirms that pursuant to the terms of the Asset Purchase Agreement, Whistler previously sold, conveyed, assigned, transferred and delivered to Linear, its successors and assigns, all of the legal, beneficial and other right, title and interest in and to the above-identified trademarks and registrations, together with that part of the goodwill of the business associated with the use of, and symbolized by, the marks, and the Trustee makes no representations or warranties and expressly disclaims same, as to the extent of the estate's interest in the marks (if any), and in all other assets transferred in accordance with the Asset Purchase Agreement.

IN WITNESS WHEREOF, Whistler, by and through its Trustee, has executed this

Assignment this 6th day of November, 2000.

Joseph H. Baldiga, Chapter 7 Trustee of
Whistler Corporation of Massachusetts

By [Signature]
Name: Joseph H. Baldiga
Title: Chapter 7 Trustee

Commonwealth of Massachusetts)
County of Worcester) ss:

On this 16th day of November, in the year of 2000, before me personally appeared Joseph H. Baldiga, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

[Signature]
Notary Public in and for said
County and State

My Commission Expires: 1/17/2003

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