

03-09-2001



101630911

2-27.01

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/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country 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

03/08/2001 DBYRNE 00000267 2366124

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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: 002247 FRAME: 0449

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 716-847-8400

Name

Tara Hart-Nova, Esq.

Address (line 1)

Phillips, Lytle, Hitchcock, Blaine & Huber LLP

Address (line 2)

3400 HSBC Center

Address (line 3)

Buffalo, New York 14203

Address (line 4)

Pages

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

#

4

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)

2366124		
2366120		

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

Tara Hart-Nova

Name of Person Signing



Signature

2/20/01

Date Signed

TRADEMARK

REEL: 002247 FRAME: 0450

**FIRST AMENDMENT
TO
SECURITY AGREEMENT AND ASSIGNMENT OF
TRADEMARKS AND SERVICE MARKS**

This First Amendment to Security Agreement and Assignment of Trade Marks and Service Marks ("Amendment") is by and between **HSBC BANK USA**, a New York banking corporation with an office at One HSBC Center, Buffalo, New York ("**HSBC Bank**"), and **LARSON DAVIS, INC.**, a Delaware corporation with an office at 1681 West 820 North, Provo, Utah ("Company").

BACKGROUND

1. Company and HSBC Bank, are parties to a Security Agreement and Assignment of Trademarks and Service Marks dated December 1, 2000 ("Security Agreement").
2. Company has requested that HSBC Bank amend the Security Agreement to amend the schedule of Collateral.
3. HSBC Bank is willing to so amend the Security Agreement on the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

A. Definitions. Capitalized terms used herein and not otherwise defined are used with their defined meanings from the Security Agreement.

B. Representations and Warranties. Company hereby represents and warrants to HSBC Bank that:

1. Before and after giving effect to the amendments made in this Amendment, no Event of Default exists under the Security Agreement, and no other event or condition has occurred which, but for the requirements of notice or lapse of time or both, would constitute an Event of Default under the Security Agreement; and
2. The entry into and performance by Company of this Amendment has been duly authorized by all required corporate and shareholder action.

C. **Condition.** This Amendment shall be conditioned upon HSBC Bank's timely receipt of two (2) duplicate original executed counterparts of this Amendment signed by Company.

D. **Amendments.** The Security Agreement is hereby amended to:

1. delete the text of existing Schedule A To Trademark Security Agreement and to substitute, as of the date hereof, the text of Schedule A to Trademark Security Agreement attached hereto.

2. delete the text of the existing Schedule A to Notice of Security Interest in Trademarks and to substitute, as of the date hereof, the text of Schedule A to Notice of Security Interest in Trademarks attached hereto.

E. **Reaffirmations.**

1. The Security Agreement as specifically modified by this Amendment remains in full force and effect and represents a legal, valid and binding agreement of Company.

2. The Company hereby reaffirms the granting and continuing effectiveness of the Security Agreement as modified by this Amendment.

F. **Other Provisions.**

1. This Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

2. This Amendment shall be governed by and construed under the internal laws of the State of New York, as the same may from time to time be in effect, without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, this Amendment has been duly executed as of this

15th day of ~~January~~, 2001.
~~February~~,

HSBC BANK USA

LARSON DAVIS, INC.

By Mark F. Zeis
Mark F. Zeis
Vice President

By David M. Carroll
David M. Carroll
Treasurer

MAIN_PL 72453/00003/115939.1

TRADEMARK
REEL: 002247 FRAME: 0452

SCHEDULE A

TO TRADEMARK SECURITY AGREEMENT

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>FILING/REGISTRATION DATE</u>
SPARK		2366124	7/11/2000
BLAZE		2366120	7/11/2000

MAIN_PL 72453/00003/115939.1

SCHEDULE A

TO NOTICE OF SECURITY INTEREST IN TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>FILING/REGISTRATION DATE</u>
SPARK		2366124	7/11/2000
BLAZE		2366120	7/11/2000

MAIN_PL 72453/00003/115939.1

RECORDED: 02/27/2001

**TRADEMARK
REEL: 002247 FRAME: 0454**