

03-22-2001

FORM PTO-1618A

Expires 06/30/99
OMB 065-0027

101643629

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK**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 CellStar, Ltd.

Execution Date
Month Day Year

2 27 01

Formerly

☐

Individual

☐

General Partnership

☒

Limited Partnership

☐

Corporation

☐

Association

☐

Other

☒

Citizenship/State of Incorporation/Organization

Texas

Receiving Party☐

Mark if additional names of receiving parties attached

Name The Chase Manhattan Bank

DBA/AKA/TA

Composed of

Address (line 1)

2200 Ross Avenue, 3rd Floor

Address (line 2)

Address (line 3)

Dallas

City

Texas

State/Country

75201

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

New York

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: 002255 FRAME: 0393

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="75/467,264"/>	<input type="text" value="75/541,329"/>	<input type="text" value="75/622,176"/>	<input type="text" value="2,275,537"/>	<input type="text" value="2,318,993"/>	<input type="text" value="2,363,539"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<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.

Martin Korn

Name of Person Signing

Signature

Date Signed

SECURITY INTEREST ASSIGNMENT OF TRADEMARKS

THIS SECURITY INTEREST ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of February 27, 2001, is executed by CELLSTAR, LTD., a Texas limited partnership (the "Debtor"), 1730 Briercroft, Carrollton, Texas 75006, in favor of THE CHASE MANHATTAN BANK, a New York banking corporation (successor by merger to Chase Bank of Texas, National Association, formerly known as Texas Commerce Bank National Association) ("Chase"), not in its individual capacity but solely as agent for itself and each of the other banks or lending institutions (each a "Bank" and, collectively, the "Banks") which is or may from time to time become a signatory to the Credit Agreement (hereinafter defined) or any successor or permitted assignee thereof (Chase in such capacity, together with its successors in such capacity, the "Agent"), 2200 Ross Avenue, 3rd Floor, Dallas, Texas 75201.

RECITALS:

A. CellStar Corporation, a Delaware corporation (the "Borrower"), the Agent, Bank One, NA (formerly known as The First National Bank of Chicago) (the "Syndication Agent") and National City Bank (the "Documentation Agent"), and the Banks have entered into that certain Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, being hereinafter referred to as the "Credit Agreement"), which Credit Agreement amends and restates that certain Amended and Restated Credit Agreement dated as of August 2, 1999, as previously amended (the "Existing Credit Agreement"), which Existing Credit Agreement amended and restated that certain Credit Agreement dated as of October 15, 1997, as previously amended (the "Original Credit Agreement").

B. Pursuant to the Original Credit Agreement, the Debtor and the Agent have entered into that certain Security Agreement dated as of October 15, 1997 (as the same has been and may be amended, supplemented or modified from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to the Agent a lien on and security interest in certain collateral described therein, including all trademarks, service marks and trademark and service mark registrations and applications, both foreign and domestic, at any time owned by Debtor, including without limitation those described on Exhibit A hereto (collectively, the "Trademarks"), and the goodwill represented thereby.

C. It is a condition precedent to the Agent's and the Banks' obligations under the Credit Agreement that the parties hereto execute this Assignment to memorialize the granting of the security interest in and to the Trademarks in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement, the parties hereto agree as follows:

1. Debtor hereby grants and assigns a security interest, and ratifies and confirms the grant of security interest pursuant to the Security Agreement to, Agent for the pro rata benefit of the Banks, as security for the payment and performance of the Obligations (as defined in the

SECURITY INTEREST ASSIGNMENT

OF TRADEMARKS - Page 1

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Security Agreement), in and to Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

2. At such time as (i) all of the Obligations have been completely paid and performed in full, (ii) no Letters of Credit (as defined in the Credit Agreement) are outstanding, and (iii) all Commitments (as defined in the Credit Agreement) have terminated, the Agent shall release its security interest in Debtor's entire right, title and interest in the Trademarks, including without limitation all renewals thereof, all proceeds thereof (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and the goodwill represented thereby.

3. Debtor represents and warrants that it has the full right and power to make the assignment of the Trademarks made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment of or encumbrance on the Trademarks.

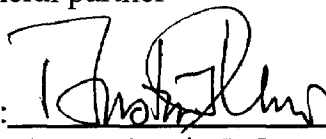
4. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by Agent and Debtor. This Assignment shall be binding upon Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Agent and its respective successors and assigns. **THIS ASSIGNMENT SHALL, EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER STATE APPLY TO THE TRADEMARKS OR ANY PART THEREOF, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.** By receiving this Assignment, Agent is entitled to receive all of the benefit and none of the obligations and liabilities which may arise from the Trademarks.

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IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

CELLSTAR, LTD.

By: National Auto Center, Inc.,
general partner

By: 
Name: Austin P. Young
Title: Sr. VP - CFO

THE CHASE MANHATTAN BANK, as Agent

By: 
Name: R. ALAN GREEN
Title: Vice President

THE STATE OF TEXAS

COUNTY OF DALLAS

§
§
§

Before me Vickie Rainwater Carbitcher on this day personally appeared Austin P Young, of National Auto Center, Inc., a Texas corporation, and general partner of CELLSTAR, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said corporation and said partnership, for the purposes and consideration therein expressed.

Given under my hand and seal this 27 day of February, 2001.

[S E A L]

My Commission Expires:

12-23-03

Vickie Rainwater Carbitcher
Notary Public - State of Texas

Vickie Rainwater Carbitcher
Printed Name of Notary Public

THE STATE OF TEXAS

COUNTY OF DALLAS

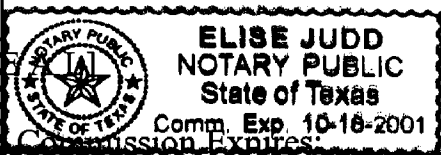
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Before me Elise Judd on this day personally appeared R. ALAN GREEN, of THE CHASE MANHATTAN BANK, a New York banking association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same, on behalf of said association, for the purposes and consideration therein expressed.

Given under my hand and seal this 27 day of February, 2001.

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My Commission Expires:



Elise Judd
Notary Public - State of Texas

Printed Name of Notary Public

SECURITY INTEREST ASSIGNMENT
OF TRADEMARKS - Page 4

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EXHIBIT A

Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>
BACKED BY THE BEST	75/383,954	2,363,539
CELLSTAR	75/399,597	2,275,537
CELLSTAR & DESIGN	75/541,329	
CELLSTAR NET XTREME	75/467,264	
AOS ON-LINE & DESIGN	75/622,176	
CELLSTAR ADVANCED ORDER SYSTEM & DESIGN	75/622,175	2,318,993