

07-19-2001



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JUL 1 2001

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)

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  
JUL 1 1 2001

**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/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**

07/18/2001 BBYRNE 00000073 76036737

01 FC:481 40.00 OP

02 FC:482 125.00 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

**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="76/036,737"/>	<input type="text" value="76/172,251"/>	<input type="text" value="76/172,255"/>	<input type="text" value="2,049,194"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/172,256"/>	<input type="text" value="76/172,518"/>	<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.

Edward Tu

Name of Person Signing

Signature

July 5, 2001

Date Signed

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, CLT RESEARCH, INC.**, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS, Protocol Services, Inc.**, a Delaware corporation ("**Company**"), and Media Express Inc., a corporation organized, constituted and existing under the Canada Business Corporations Act (the "**Canadian Borrower**"), have entered into a Fourth Amended and Restated Credit Agreement dated as of December 28, 2000 (as it may be amended or otherwise modified from time to time, the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Canadian Imperial Bank of Commerce, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), ING (U.S.) Capital, LLC, as Syndication Agent and Co-Book Runner, and LaSalle Bank National Association, as Documentation Agent, with CIBC World Markets Corp., as Arranger and Lead Book Runner, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Borrowers; and

**WHEREAS, the Borrowers** may from time to time enter, or may from time to time have entered, into one or more Currency Agreements (collectively, the "**Lender Currency Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Currency Agreements are entered into (in such capacity, collectively, "**Currency Exchangers**"); and

**WHEREAS, Grantor** has executed and delivered that certain Second Amended and Restated Domestic Subsidiary Guaranty dated as of November 30, 1999 (as it may be amended or otherwise modified from time to time, the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Currency Exchangers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrowers under the Credit Agreement and the other Loan Documents and all obligations of the Borrowers under the Lender Currency Agreements, including without limitation the obligation of the Borrowers to make payments thereunder in the event of early termination thereof; and

**WHEREAS, pursuant to the terms of a Security Agreement** dated as of November 30, 1999 (as amended or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**):**

Grant of Trademark  
Security Interest

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page to follow]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 31<sup>st</sup> day of May 2001.

**CLT RESEARCH, INC.**

By: 

Name: Raymond P. Wilson

Title: Vice President

S-1

Grant of Trademark  
Security Interest

**TRADEMARK**

LA1:932537

REEL: 002331 FRAME: 0241

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b><u>Owner</u></b>	<b><u>Mark</u></b>	<b><u>Serial Number/Registration Number</u></b>	<b><u>Filing Date/Registration Date</u></b>
CLT Research Associates, Inc.	SITE VISITOR @RCHITECTURE	76/036,737	04/28/00
CLT Research Associates, Inc.	MOBILELISTEN	76/172,251	11/28/00
CLT Research Associates, Inc.	THE LISTENING ROOM	76/172,255	11/28/00
CLT Research Associates, Inc.	LISTENLOGIX	76/172,256	11/28/00
CLT Research Associates, Inc.	LISTENSTREAM	76/172,518	11/29/00
CLT Research Associates, Inc.	WEBSCORE	2,049,194	04/01/97



O'MELVENY & MYERS LLP

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Irvine, California 92618-3318  
TELEPHONE (949) 737-2900  
FACSIMILE (949) 737-2300  
INTERNET: [www.omm.com](http://www.omm.com)

TYSONS CORNER  
WASHINGTON, D.C.  
HONG KONG  
LONDON  
SHANGHAI  
TOKYO

July 10, 2001

**VIA EXPRESS MAIL**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

OUR FILE NUMBER  
154,607-009

WRITER'S DIRECT DIAL  
949-737-2917

WRITER'S E-MAIL ADDRESS  
[skann@omm.com](mailto:skann@omm.com)

**Re: Recordation of Security Agreement**  
**CLT Research, Inc.**

Dear Madam:

Enclosed please find (i) executed Recordation Form Cover Sheet; (ii) the Grant of Trademark Security Interest from CLT Research, Inc. to Canadian Imperial Bank of Commerce; (iii) our check in the amount of \$165.00 (Check No. 2404) covering the filing fee; and (iv) a postcard to be date-stamped and returned to us as indicated. Please charge any deficiencies or overpayments in fees to Deposit Account No. 500639.

Thank you for your assistance. Please feel free to call me with any questions.

Very truly yours,

Stephanie S. Kam  
Legal Assistant

SSK:ssk

Enclosures

cc: Edward Tu, Esq. (w/encls.)

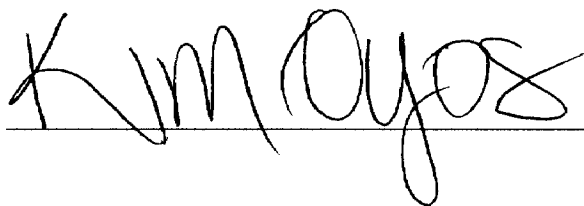
CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail (Receipt No. EL593684652US).

in an envelope addressed to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

on July 10, 2001.

A handwritten signature in black ink, appearing to read "Kim O'Yos", is written over a horizontal line. The signature is stylized and cursive.

IR1:487075.1