

06-18-2002

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



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

102126415

6-18-02

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 Trademark Collateral Agreement
- Effective Date
Month Day Year
5/31/02

Conveying Party

Mark if additional names of conveying parties attached

Name W A V, Inc.

Execution Date
Month Day Year
5/31/02

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Harris Trust and Savings Bank

DBA/AKA/TA _____

Composed of _____

Address (line 1) 111 West Monroe Street

Address (line 2) _____

Address (line 3) Chicago
City

Illinois
State/Country

60603
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 banking corporation

06/19/2002

LMUELLER 00000668 76399037

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
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

TRADEMARK
REEL: 002526 FRAME: 0085

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"/>	<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"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

See Schedule A-1 and Schedule A-2 attached hereto

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.) #

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.

Elizabeth A. Szklarz

Name of Person Signing

Elizabeth A. Szklarz
Signature

6/13/02

Date Signed

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK	APPLICATION NUMBER	APPLICATION DATE
CHAMELEON	76/399,037	April 22, 2002
WAV	76/317,499	September 26, 2001
WAV WIRELESS OUTFITTERS LOGO	76/318,716	September 27, 2001
WIRELESS OUTFITTERS	75/907,069	January 25, 2000

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK	APPLICATION NUMBER/ REGISTRATION NUMBER	APPLICATION DATE/ REGISTRATION DATE
WAV & DESIGN	76/399,037/ 2,533,445	January 5, 2000/ January 29, 2002

TRADEMARK COLLATERAL AGREEMENT

This 31st day of May, 2002, W A V, INC., an Illinois corporation ("*Assignor*") with its principal place of business and mailing address at 245 West Roosevelt Road, Building 7, Suite 48, West Chicago, Illinois 60185, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation (the "*Assignee*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, pursuant to that certain Credit Agreement dated of even date herewith between the Assignor and the Assignee and grants to Assignee a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Assignor as set out in that certain Security Agreement bearing even date herewith between Assignor and Assignee (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Assignee of any applications by Assignor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Assignor's Intent-To-Use Application is pending this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Assignee on such Intent-To-Use Application as collateral security for the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

W A V, INC.

(CORPORATE SEAL)

By [Signature]
Its PRESIDENT

ATTEST:

[Signature]
Its Secretary

NORM DUMBROFF
(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

JAMES DAY
(Type or Print Name)

By _____
Its _____

(Type or Print Name)

IN WITNESS WHEREOF, Assignor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

W A V, INC.

(CORPORATE SEAL)

By _____
Its _____

ATTEST:

(Type or Print Name)

Its Secretary

HARRIS TRUST AND SAVINGS BANK

(Type or Print Name)

By Michael D. Jannusch
Its VICE PRESIDENT

MICHAEL D. JANNUSCH
(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, ANNETTE L LEDUC a Notary Public in and for said County, in the State aforesaid, do hereby certify that NORMAN DUMBROFF, PRESIDENT of W A V, Inc., an Illinois corporation, and JAMES DAY, Asst. Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such NORMAN DUMBROFF and JAMES DAY Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said JAMES DAY Asst Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31st day of MAY, 2002.

(NOTARIAL SEAL)



My Commission Expires:

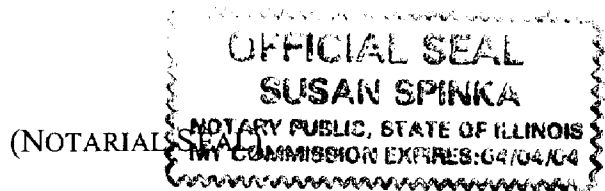
Annette L Leduc
Notary Public

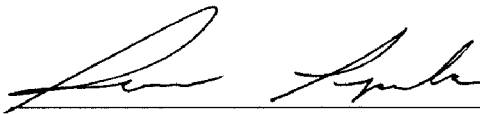
ANNETTE L LEDUC
(Type or Print Name)

STATE OF IL)
) SS
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael D. Jannusch, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 31 day of May, 2002.





Notary Public

Susan Spinka

(Type or Print Name)

My Commission Expires: 4/04/04