

06-24-2002

D#

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORD & TRACK



DEPARTMENT OF COMMERCE Patent and Trademark Office

102132862

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Broadcast Electronics, Inc.

06/18/02

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Collateral Assign & Security Agree

Execution Date: 6/11/02

2. Name and address of receiving party(ies)

Name: FB Commercial Finance, Inc.

Internal

Address:

Street Address: 11901 Olive Blvd.

City: St. Louis State: MO Zip: 63141

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) See Schedule B, attached hereto

Additional number(s) attached Yes No

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

Name: Jennifer Jones

Internal Address: Gallop, Johnson & Neuman, L.C.

06/21/2002 6TON11 00000058 1707827

01 FC:481 40.00 OP 02 FC:482 350.00 OP

Street Address: 101 South Hanley

Suite 1600

City: St. Louis State: MO Zip: 63105

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41) \$ 600.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jennifer Jones Name of Person Signing

Jennifer Jones Signature

6-17-02 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

Refund Ref: 06/21/2002 6TON11 0000118131

CHECK Refund Total: 9210.00

TRADEMARK REEL: 002530 FRAME: 0118

**SCHEDULE B**

**TO PATENT, TRADEMARK AND LICENSE  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**MARKS**

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
Cirrus Technologies, Inc.	Unite	U.S.	(R) No. 1,707,827 Serial No. 74-117,213	8-18-92
Broadcast Electronics, Inc.	Marti	U.S.	(A) Serial No. 75-285,474	5-2-97
	S Marti	U.S.	(A) Serial No. 75-285,470	5-2-97
	Powermizer	U.S.	(A) Serial No. 75-130,535	7-8-96
	AV 100	U.S.	(R) No. 1,898,010 Serial No. 74-372,198	6-6-95
	Audiovault 100	U.S.	(R) No. 1,896,823 Serial No. 74-372,195	5-30-95
	Audiovault	U.S.	(R) No. 1,783,908 Serial No. 74-265,142	7-27-93
	Core Computer Oriented Radio Environment	U.S.	(R) No. 1,786,532 Serial No. 74-265,141	8-10-93
	True Source	U.S.	(R) No. 1,700,369 Serial No. 74-198,316	7-14-92
	Be (and design)	U.S.	(R) No. 1,401,982 Serial No. 73-572,289	7-22-86
	Ultra	U.S.	(R) No. 1,388,618	4-1-86
	Radio One	U.S.	(R) No. 1,244,812 Serial No. 73-279,257	7-5-83
	Spotmaster	U.S.	(R) No. 1,191,099 Serial No. 73-268,294	3-2-82
	Spotmaster (stylized letters)	U.S.	(R) No. 704,645 Serial No. 72-088,839	9-20-60
	Prase Trak 90	U.S.	Illinois Registration No. 60,449	6-2-87

All customers of Broadcast Electronics, Inc. ("BEI") who are licensees of BEI under a a Streaming Media Technology license..

All rights to "Cellcast" trademarks and service marks granted under the Asset Purchase Agreement among BEI, Cellcast, Inc. and Artran, Inc. dated December 16, 1996.

Pursuant to the Asset Purchase Agreement between Dolby Laboratories, Inc. (“Dolby”) and BEI dated April 29, 1997, BEI obtained all rights under STL trademarks, methods, designs, drawings, bills of material, formulations, data bases, firmware, source codes, test procedures for board level and final test, P.C. board and mechanical layouts, technical training information, know-how, including the name “DSTL” and all copyrights and other intellectual property associated with the name “DSTL.”

**PATENT, TRADEMARK AND LICENSE COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is made as of the 11<sup>th</sup> day of June, 2002 (the "Effective Date") by and between FB COMMERCIAL FINANCE, INC., a Missouri corporation ("Lender") with an office located at 11901 Olive Blvd., St. Louis, MO 63141, and BROADCAST ELECTRONICS, INC., a Rhode Island corporation ("Assignor"), with an office at 4100 North 24<sup>th</sup> Street, Quincy, Illinois 62305.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of a certain Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement") by and between Lender and Assignor, Assignor has mortgaged, pledged and granted to Lender a lien on and security interest in substantially all of Assignor's assets, including all right, title and interest of Assignor in and to all of Assignor's patents, trade names, trademarks and licenses of such patents, trade names and trademarks (to the extent not prohibited in any such license but only if such prohibition is not negated by Section 9-408 of the applicable Uniform Commercial Code) whether presently existing or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the patents, trademarks and licenses, to secure the payment of all amounts owing by Assignor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Lender agree as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Each capitalized term used in this Assignment that is not defined in this Assignment shall have the meaning given such term in the Credit Agreement.

2. Assignment of Patents, Trade Names, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" and subject to the terms and conditions of this Assignment:

A. Assignor hereby grants, assigns and conveys to Lender, by way of collateral security, the entire right, title and interest of Assignor in and to all of the following, whether now owned or existing and filed or hereafter acquired and filed:

(i) Assignor's patents and patent applications, whether United States or foreign, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Schedule A**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part

thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Assignor's technical information and know-how used in connection with the Patents (all of the foregoing are hereinafter collectively referred to as the "Technical Information");

(iii) Assignor's license agreements relating to or involving any of the Patents or Technical Information described in clauses (A)(i) or (A)(ii) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses, provided that the licenses listed on Schedule D, as such schedule may be amended from time to time by Assignor, shall not be included in the licenses hereby collaterally assigned to Lender (all of the foregoing included license agreements are hereinafter referred to collectively as the "Patent Licenses"); and

B. Assignor hereby grants, assigns and conveys to Lender a security interest in the following property:

(i) Assignor's trade names, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the trade names, trademarks, service marks and registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable to Assignor with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) subject to the provisions of Paragraph 11, the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Assignor's business connected with and symbolized by the trademarks, service marks, trade names or other items described in the foregoing clauses (a)-(d) (all of the foregoing trade names, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) To the extent not prohibited under any license or other agreement (but only if such prohibition is not negated by Section 9-408 of the applicable Uniform Commercial Code), license agreements whereby Assignor has granted to a person a license to any of the Trademarks, described in the foregoing clause (B)(i), including without limitation, the licenses listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. **Restrictions on Future Agreements.** Assignor agrees that until the Obligations shall have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor, Assignor will not, without Lender's prior written consent, enter into any agreement (for example, a license agreement) which would violate or cause a default under this Assignment, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to Assignor's control, including licensees, or fail to take any action, which would affect in any material respect the validity or enforcement of the rights granted to Lender under this Assignment.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Patent Licenses Trademarks and Trademark Licenses, listed on Schedules A, B, and C, respectively, constitute all of the issued patents and patent applications trade names, trademarks, service marks, registered trademarks, registered service marks, applications for trademarks or service marks, and license agreements whereby Assignor has granted to a Person a license to any such trade names, trademarks or service marks that are owned by Assignor as of the Effective Date. If, before the Obligations shall have been satisfied in full, Assignor shall acquire or become the owner of rights to any new patent, trade name, trademark, service mark, registration or application, for any of the foregoing, or license agreements whereby Assignor has granted to a Person a license to any such trade names, trademarks or service marks, or renewals of any existing Trademark Licenses (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending Schedules A, B or C, as applicable, to include any Future Rights, which amendment must be authorized by Assignor in an authenticated record (as defined in the Missouri Uniform Commercial Code). Assignor agrees to execute all documents necessary to record or preserve Lender's interest in all Future Rights added to Schedules A, B or C pursuant to this paragraph 4.

5. **Royalties.** Assignor hereby agrees that the rights to use by Lender of each Patent and Patent License as described above shall be as extensive as the rights of Assignor to use such Patent or Patent License and without any liability for royalties or other related charges from Lender to Assignor, subject, however, to the provisions of paragraph 7.

6. **Term.** This Assignment is made for collateral security purposes only. The term of the assignment of the various interests granted herein shall extend until the earlier

of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned as described in Paragraphs 2 and 4 of this Assignment, or (ii) the date on which the Obligations have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor.

7. Grant of License to Assignor. Until the occurrence of and during the continuation of an "Event of Default," unless such Event of Default has been waived by Lender or cured by Assignor within any applicable cure period, Lender hereby grants to Assignor the exclusive, nontransferable worldwide, royalty free, right and license, with the right to sublicense, under the Patents and Technical Information, and to make, have made, use, import, license, sell and otherwise exploit any product or services or the inventions disclosed and claimed in the Patents. So long as such right and license shall exist, Lender shall not exercise any right under or with respect to any Patent or Technical Information except as provided in paragraph 11 hereof. Assignor agrees not to sell, assign or encumber its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender. From and after the occurrence of an Event of Default and for so long as such Event of Default remains uncured or unwaived by Lender in writing, and upon reasonable advance written notice by Lender to Assignor, Assignor's license with respect to the Patents and Technical Information as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Missouri.

8. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of an "Event of Default," unless and until such Event of Default has been cured by Assignor within any applicable cure period or waived in writing by Lender, Assignor retains its ownership of and its exclusive right, subject to Lender's security interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses. Until the Obligations have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor, Assignor agrees to undertake all necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who in the reasonable discretion of Assignor seriously threaten the rights of Assignor in or the validity of the Trademarks, provided, however, that Assignor shall not be required to undertake any specific necessary act described in this sentence if, in Assignor's reasonable business judgment such act or the Trademark or Trademark License at issue is not considered material to the operation of Assignor's business. Assignor agrees not to sell, assign or encumber its interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of Lender. From and after the occurrence of an Event of Default and unless and until such Event of Default has been cured by Assignor within any applicable cure period or waived in writing by Lender, and upon written notice by Lender to Assignor, Assignor's exclusive rights to own and use the Trademarks and

Trademark Licenses as set forth in this paragraph 8 shall terminate forthwith, to be reinstated only if and when such Event of Default is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Missouri.

9. Reassignment to Assignor. Upon satisfaction in full of the Obligations (provided that Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor), this Assignment shall terminate automatically and Lender shall promptly execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to: (a) assign, transfer and convey to Assignor full title to the Patents and Technical Information, and (b) terminate Lender's security interest in the Trademarks and Trademark Licenses, subject to any disposition thereof, which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

10. Duties of Assignor. Until the Obligations have been satisfied in full and Lender has no further obligation to make any loan to or financial accommodation for the benefit of Assignor, Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any application for registration of any Trademark pending as of the Effective Date thereafter, (ii) to make application on the Assignor's unpatented but patentable inventions and trademark applications for Assignor's unregistered but registerable Trademarks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its best efforts to preserve and maintain all rights in patent applications of the Patents and trademark applications of the Trademarks, provided, however, that Assignor shall not be required to take any specific action described in this sentence, including without limitation, bringing suit to protect such rights, if in Assignor's reasonable business judgment, such act or the Patent or Trademark at issue or the patenting of any inventions of Assignor at issue is not necessary or desirable in the operation of Assignor's business. Any expenses incurred in connection with such the duties of Assignor under this Paragraph 10 shall be borne by the Assignor. In any suit to enforce any Patent, License, Trademark License, Patent or Trademark, Lender shall, at the expense and request of Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit. Prior to the occurrence of an Event of Default and from and after such Event of Default shall have been cured within any applicable cure period or waived in writing by Lender, Lender hereby designates, appoints and constitutes Assignor as Lender's true and lawful attorney-in-fact, and authorizes Assignor, in Lender's name, to take any and all appropriate action and to execute any agreement, document or instrument necessary or desirable for Assignor to perform its obligations relating to the Patents under this Assignment, including without limitation, prosecuting and maintaining any of the Patents and performing the other obligations set forth in this Paragraph 10.

11. Lender's Right to Sue. Upon the occurrence an "Event of Default" and unless or until such Event of Default is cured during any applicable cure period or waived in writing by Lender, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks, and Trademark Licenses and, if



Lender shall determine to commence any such suit, Lender will provide Assignor with prior written notice and Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Paragraph 11; provided that Lender will not exercise such right to sue if in Assignor's reasonable business judgment, the rights that Lender would seek to enforce are not necessary or desirable in the operation of Assignor's business and Assignor so informs Lender in writing within ten (10) days after Lender's notice to Assignor of intent to bring suit pursuant to this Paragraph 11.

12. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The observance of any provision of this Assignment may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the written consent of both parties.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor and Lender acknowledge and agree that this Assignment is not intended to limit, restrict or expand in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Assignment shall be binding upon each party and its respective successors and assigns, and shall inure to the benefit of both parties and their successors and assigns.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri.

18. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in this Assignment, the provisions contained in the Credit Agreement shall govern and control to the extent of such conflict or inconsistency.

19. Reasonableness. When in this Agreement action is stated to be taken or not taken "reasonably" by Lender or is otherwise based upon the reasonableness of Lender, Lender will be deemed to meet such requirement unless Assignor meets the burden of proof in that the action or inaction of Lender shall have been taken or omitted arbitrarily or capriciously. Lender acknowledges that the foregoing does not affect Lender's obligation to act reasonably to the extent required under Article 9, Part 6, of the UCC.

20. Notices. Any notice to be given to Lender or Assignor under this Assignment shall be given in a manner and to the parties designated in the Credit Agreement.

21. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

22. Further Assurances. Each party agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the other party shall reasonably request from time to time in order to carry out the purpose of this Assignment and agreements set forth herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

BROADCAST ELECTRONICS, INC.

By: Elizabeth K Keck  
Name: Elizabeth K. Keck  
Title: Treasurer & Secretary

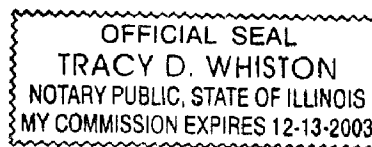
STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF ADAMS        )

The foregoing Patent, Trademark and License Collateral Assignment and Security Agreement was executed this 4th day of June, 2002, before me, a Notary Public in and for said state, by Elizabeth K. Keck, to me personally known, who, being by me duly sworn, did say that he/she is the Treasurer & Secretary of **Broadcast Electronics, Inc.**, a Rhode Island corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by seal, the day and year last above written.

Tracy D. Whiston  
Notary Public

My Commission expires: 12/13/03



\* \* \* \* \*

*Agreed and Accepted* as of this \_\_\_\_\_ day of June, 2002.

FB COMMERCIAL FINANCE, INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

BROADCAST ELECTRONICS, INC.

By: \_\_\_\_\_  
Name:  
Title:

STATE OF ILLINOIS        )  
                                  )SS.  
COUNTY OF ADAMS        )

The foregoing Patent, Trademark and License Collateral Assignment and Security Agreement was executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, a Notary Public in and for said state, by \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of **Broadcast Electronics, Inc.**, a Rhode Island corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by seal, the day and year last above written.


\_\_\_\_\_  
Notary Public

My Commission expires:

\* \* \* \* \*

*Agreed and Accepted* as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

FB COMMERCIAL FINANCE, INC.

By:   
Name: Phillip M. Lykens  
Title: Senior Vice President

**SCHEDULE A**  
**TO PATENT, TRADEMARK AND LICENSE**  
**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**PATENTS**

<u>Company</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
<b>Cirrus Technologies, Inc.</b>	Adjustment Mechanism for Equipment Converting Digital Data into a Light Image	U.S.	5,379,059	1-3-95
	Mirror Mount for Use in Equipment for Converting Digital Data into a Light Image	U.S.	5,367,323	11-22-94
	Exposure Controlled Imaging System	U.S.	4,962,385	10-9-90
	Laser-Activated Digital Imaging System	U.S.	4,933,687	6-12-90
<b>Broadcast Electronics, Inc.</b>	Resonant Push-Pull Switching Power Amplifier	U.S.	5,327,337	7-5-94
	High Efficiency Quasi-Square Wave Drive Circuit for Switching Power Amplifier	U.S.	5,276,357	1-4-94
	Combining Circuit for Class-E RF Power Amplifiers	U.S.	5,247,264	9-21-93
	Independent Channel Modulation System for AM Stereo	U.S.	4,638,504	1-20-87
	Impedance – Matching Device for Power Amplifier Circuit	U.S.	4,558,285	12-10-85
	Power Amplifier Tank Circuit	U.S.	4,363,000	12-7-82
	Second Harmonic Suppressor for Power Amplifier Tank Circuit	U.S.	4,334,203	6-8-82

All customers of Broadcast Electronics, Inc. (“BEI”) who are licensees of BEI under an AudioVault license.

All rights to patents granted under the Asset Purchase Agreement among BEI, Cellcast, Inc. and Artran, Inc. dated December 16, 1996.

**SCHEDULE B****TO PATENT, TRADEMARK AND LICENSE  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT****MARKS**

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
<b>Cirrus Technologies, Inc.</b>	Unite	U.S.	(R) No. 1,707,827 Serial No. 74-117,213	8-18-92
<b>Broadcast Electronics, Inc.</b>	Marti	U.S.	(A) Serial No. 75-285,474	5-2-97
	S Marti	U.S.	(A) Serial No. 75-285,470	5-2-97
	Powermizer	U.S.	(A) Serial No. 75-130,535	7-8-96
	AV 100	U.S.	(R) No. 1,898,010 Serial No. 74-372,198	6-6-95
	Audiovault 100	U.S.	(R) No. 1,896,823 Serial No. 74-372,195	5-30-95
	Audiovault	U.S.	(R) No. 1,783,908 Serial No. 74-265,142	7-27-93
	Core Computer Oriented Radio Environment	U.S.	(R) No. 1,786,532 Serial No. 74-265,141	8-10-93
	True Source	U.S.	(R) No. 1,700,369 Serial No. 74-198,316	7-14-92
	Be (and design)	U.S.	(R) No. 1,401,982 Serial No. 73-572,289	7-22-86
	Ultra	U.S.	(R) No. 1,388,618	4-1-86
	Radio One	U.S.	(R) No. 1,244,812 Serial No. 73-279,257	7-5-83
	Spotmaster	U.S.	(R) No. 1,191,099 Serial No. 73-268,294	3-2-82
	Spotmaster (stylized letters)	U.S.	(R) No. 704,645 Serial No. 72-088,839	9-20-60
	Prase Trak 90	U.S.	Illinois Registration No. 60,449	6-2-87

All customers of Broadcast Electronics, Inc. ("BEI") who are licensees of BEI under a a Streaming Media Technology license..

All rights to "Cellcast" trademarks and service marks granted under the Asset Purchase Agreement among BEI, Cellcast, Inc. and Artran, Inc. dated December 16, 1996.

Pursuant to the Asset Purchase Agreement between Dolby Laboratories, Inc. (“Dolby”) and BEI dated April 29, 1997, BEI obtained all rights under STL trademarks, methods, designs, drawings, bills of material, formulations, data bases, firmware, source codes, test procedures for board level and final test, P.C. board and mechanical layouts, technical training information, know-how, including the name “DSTL” and all copyrights and other intellectual property associated with the name “DSTL.”

## SCHEDULE C

### TO PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

#### LICENSES

1. Know-how License and Marketing Agreement dated April 1, 1992 between Sonifex and Broadcast Electronics, Inc. (BEI"), pursuant to which BEI pays Sonifex a continuing product royalty ranging from \$100 to \$250 depending upon the product sold by BEI, with the aggregate amount not to exceed \$200,000.
2. Technology Development and Licensing Agreement dated December 1, 1995 between Atlanta Signal Processors, Inc. ("ASPI") and Broadcast Electronics, Inc. (BEI"), pursuant to which ASPI agrees to provide to BEI technology for sending compressed audio over a standard telephone line for a \$175,000 fee. Agreement also calls for quarterly royalty payments by BEI to ASPI for each product unit sold: \$200 per unit for the first 2,500 units sold and \$100 per unit thereafter, to be adjusted for changes to material costs. A one-time fee of \$50,000 is required for discontinuance of sales of this product.
3. Asset Purchase Agreement dated December 16, 1996 among Cellcast, Inc., Artran, Inc. and Broadcast Electronics, Inc. (BEI"), pursuant to which BEI is required to pay a 7% royalty of the net sales price of products in the "Cellcast" product line.
4. Technology Licensing Agreement dated August 7, 1995, between Circuit Research Labs Inc. ("CRL") and BEI, pursuant to which BEI is supplied a paper schematic design for a Digital FM Stereo Encoder for a \$5,000 payment, BEI develops a physical PC Board design, for which CRL writes a software code for a payment of \$7,500. Royalty payments of \$150 are then due per unit shipped for a period of five years from the date of shipment of the first product.
5. All customers of BEI who are licensees of BEI under a AudioVault license.
6. All customers of BEI who are licensees of BEI under a Streaming Media Technology license.



## **SCHEDULE D**

### **TO PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

#### **EXCLUDED LICENSES**

1. Nonexclusive Intellectual Property License for Broadcasting Technology between iBiquity Digital Corporation and BEI effective October 4, 2001.
2. Digital Audio System License Agreement with Dolby, giving BEI the right to sell Dolby's Digital Audio Circuit having AC-2 Digital Audio System Specifications or any product that contains this device and is intended or designed solely for use in decoding a digital audio signal transmitted or received from satellites, terrestrial transmitters or cable television distribution systems and is intended or designed primarily for non-commercial use by consumers in their homes.
3. License Agreement dated February 12, 1998 between ASPI and BEI, providing for a perpetual, nonexclusive, worldwide, non-assignable, non-transferable license for certain technology comprising proprietary algorithms and documentation relating to digital signal processing.
4. License Contract between Fraunhofer-Institut Für Integrierte Schaltungen and BEI, pursuant to which BEI is granted a non-exclusive license to use and promote "Remote Broadcast via Phone."