

RECORDA  
TRAD

07-31-2002  
102174900

Docket No.:  
080039-0000001

Tab settings

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

1. Name of conveying party(ies):

Sound Advantage, LLC  
5 Park Plaza, Suite 700  
Irvine, California 92614

07-26-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 12, 2002

2. Name and address of receiving party(ies):

Name: Dr. Ahmed Abdullah Mansour Al-Malik

Internal Address: \_\_\_\_\_

Street Address: Prince Fawaz Street, P.O. Box 4666

City: Riyadh, Saudi Arabia State: \_\_\_\_\_ ZIP: 11412

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

75/940,996    75/940,991    76/288,284  
75/940,994    75/940,823  
75/940,992    75/940,995

Additional numbers

B. Trademark Registration No.(s)

2,556,516  
2,559,907

Yes  No

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

Name: Gabrielle A. Holley, Esq.

Internal Address: Pillsbury Winthrop, LLP

07/31/2002 TDIAZ1 00000002 75940996

01 FC:481 40.00 OP  
02 FC:482 200.00 OP

Street Address: \_\_\_\_\_

11682 El Camino Real, Suite 200

City: San Diego State: CA ZIP: 92130

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3975

RECORDS SECTION  
JUL 26 AM 8:56

DO NOT USE THIS SPACE

9. 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.

Gabrielle A. Holley

Name of Person Signing

*Gabrielle A. Holley*  
Signature

7/26/02  
Date

Total number of pages including cover sheet, attachments, and TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee Name: Dr. Ahmed Abdullah Mansour Al-Malik

Address: Prince Fawaz Street  
P.O. Box 4666  
Riyadh, Saudi Arabia 11412

Individual Citizenship: Saudi Arabia

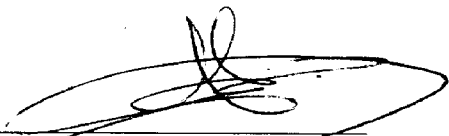
DESIGNATION OF REPRESENTATIVE

The undersigned hereby designates Alton Burkhalter of Burkhalter, Michaels, Kessler & George, LLP, whose postal address 4 Park Plaza, Suite 850, Irvine, California, as a representative upon whom notices or processes affecting the assignment may be served.

Please direct all communications to Alton Burkhalter at (949) 975-7500.

Dr. Ahmed Abdullah Mansour Al-Malik

By:

  
Ahmed Abdullah Mansour Al-Malik

Date:

July 7<sup>th</sup> 2002

76/288,284

ASSIGNMENT OF SECURITY INTEREST  
IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Sound Advantage, LLC, a California limited liability company, with principal offices at 5 Park Plaza, Suite 700, Irvine, California 92614 (the "Grantor"), hereby assigns and grants to Dr. Ahmed Abdullah Mansour Al-Malik, an individual citizen of Saudi Arabia, with principal offices at Prince Fawaz Street, P.O. Box 4666, Riyadh 11412, Saudi Arabia, (the "Lender"), a security interest in all of the Grantor's right, title and interest in and to the United States trademarks and trademark applications (the "Marks") set forth on Schedule A attached hereto, and the goodwill of the businesses with which the Marks are associated.

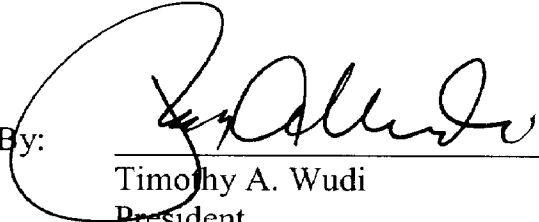
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the obligations of the Grantor, as set forth in the Security Agreement and Amendment thereto between the Grantor and Lender, dated as of May 10, 2002 (as amended from time to time, the "Security Agreement"). After the Debtor's Obligations (as defined in the Security Agreement) have been paid in full, Lender shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of June 12, 2002.

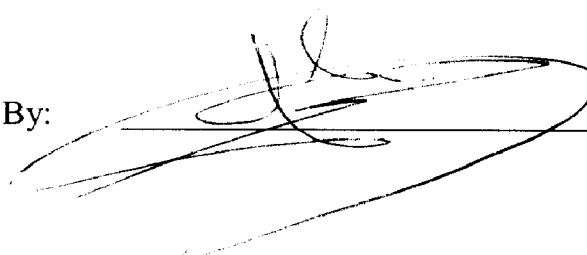
Sound Advantage, LLC,

By:

  
\_\_\_\_\_  
Timothy A. Wudi  
President

Dr. Ahmed Abdullah Mansour Al-Malik,

By:

  
\_\_\_\_\_

SCHEDULE A

<u>TRADEMARK</u>	<u>SERIAL/REG. NO.</u>	<u>FILING/REG. DATE</u>
AMERICA'S FAVORITE DIALING ASSISTANT	75/940,996	March 10, 2000
AMERICA'S FAVORITE EMAIL ASSISTANT	75/940,994	March 10, 2000
AMERICA'S FAVORITE FAX ASSISTANT	75/940,992	March 10, 2000
AMERICA'S FAVORITE PBX ASSISTANT	75/940,991	March 10, 2000
AMERICA'S FAVORITE RECEPTIONIST	75/940,823	March 10, 2000
AMERICA'S FAVORITE VOICE MAIL	75/940,995	March 10, 2000
SANDI	Reg. 2,556,516	April 2, 2002
SOUND ADVANTAGE	76/288,284	July 19, 2001
THE POWER TO SPEAK WITH YOUR TECHNOLOGY	Reg. 2,559,907	April 9, 2002

