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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



Tab settings

102462268

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

1. Name of conveying party(ies):

Fleet Bank of Massachusetts, N.A.

5.29.03

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name
- Termination & Release of Security Interest
- in Trademark Collateral

Execution date: August 18, 1997

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

Name: Broadcast Electronics, Inc.

Internal

Address:

Street Address: 4100 N. 24th Street

City: Quincy State: IL Zip: 62305

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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) 704645, 1401982

Additional number(s) attached Yes No

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

Name: Anita Tarar

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 200 Crescent Corp., Suite 300

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

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.

Phyllis Eremitaggio

Name of Person Signing

Phyllis Eremitaggio

Signature

May 29, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

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

OFFICE OF PUBLIC RECORDS
MAY 29 PM 3:36
FINANCE SECTION

06/02/2003 ECUOPER 00000030 230800 704645

01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARK COLLATERAL ("Release") made as of the 18 day of August, 1997, by Fleet Bank of Massachusetts, N.A. ("Fleet Bank") and Broadcast Electronics, Inc., a Rhode Island corporation ("Broadcast Electronics.")

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated July 30, 1993 (the "1993 Credit Agreement") between Broadcast Electronics (the "Borrower"), and Fleet Bank (the "Lender"), (as amended, modified or supplemented), and as further amended by that certain Amended and Restated Credit Agreement dated September 26, 1994 (the "1994 Credit Agreement"), between Broadcast Electronics and Fleet Bank, (the 1993 Credit Agreement and the 1994 Credit Agreement collectively referred to hereinafter as the "Credit Agreements"), and the Collateral Assignment of Trademarks, dated July 30, 1993, between Broadcast Electronics, as assignor, and the Lender, as assignee (the "Trademark Security Agreement"), Broadcast Electronics granted, pledged and assigned to the Lender a lien on and a security interest in all Borrower's right, title and interest in and to the "Trademarks" (as defined in the Trademark Security Agreement).

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office, at Reel 1015, Frame 0231 on August __, 1993;

WHEREAS, Broadcast Electronics has received from the Lender a full release of the Credit Agreements and all liens and security interests granted, pledged and assigned by Broadcast Electronics to the Lender including without limitation the Trademark Security Agreement; and

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Lender has released and terminated and does hereby release and terminate all liens and security interests in the below described properties of Broadcast Electronics which were assigned, pledged and granted to the Lender under and pursuant to the Trademark Security Agreement including (i) all of the Borrower's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all proceeds (as such term is defined in the Security Agreement among Borrower, and the Lender, dated as of July

30, 1993 (as amended from time to time, the "Security Agreement") and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks of unfair competition regarding the same.


2. The parties hereto, Broadcast Electronics and the Lender, agree to cancel and terminate and do hereby cancel and terminate all rights of the Lender and obligations of Broadcast Electronics created solely under the Trademark Security Agreement.

3. This Release has been executed and delivered in, and shall be governed by and construed in accordance with the laws of the State of New York.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

FLEET BANK OF MASSACHUSETTS, N.A.,
as Lender


By: 
Name: KIMBERLY MARTONE
Title: VICE PRESIDENT

BROADCAST ELECTRONICS, INC., a Rhode
Island corporation


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by a duly authorized officer on the day and year first above written.

FLEET BANK OF MASSACHUSETTS, N.A.,
as Lender

By: 
Name: KIMBERLY MARTONE
Title: VICE PRESIDENT

BROADCAST ELECTRONICS, INC., a Rhode
Island corporation

By: 
Name: ELIZABETH K KEEK
Title: TREASURER + SECRETARY

SCHEDULE A

Registered in the U.S. Patent and Trademark Office

| <u>Trademark</u> | <u>Regist. No.</u> | <u>Expiration Date</u> |
|------------------|--------------------|------------------------|
| "Spotmaster" | 704645 | 09/20/00 |
| "SE" | 1401982 | 07/22/06 |

Registered Outside the United States

| <u>Trademark</u> | <u>Regist. No.</u> | <u>Expiration Date</u> |
|----------------------------------|--------------------|------------------------|
| "Spotmaster" (Australia) | A261896 | 09/14/93 |
| "Spotmaster" (United Kingdom) | 1,004,107 | 01/01/94 |
| "Spotmaster" (Canadian) | 124665 | 12/15/90 |

Registration Pending in the U.S. Patent and Trademark Office

| <u>Trademark</u> | <u>Serial No.</u> |
|---|-------------------|
| Core Computer Oriented Radio Environment | 74-265,141 |
| AUDIOVAULT | 74-265.142 |