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

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

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

1. Name of conveying party(ies): Aura Communications, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State (Massachusetts) [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Duchossois Technology Partners, LLC Internal Address: 845 Larch Avenue Street Address: Elmhurst State: IL Zip: 60126 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other Limited Liability Company (Delaware) 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

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: June 11, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/213,281 76/213,464 76/213,192 76/258,182 B. Trademark Registration No.(s) 2,139,992 2,183,229 2,145,857 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tammy S. Settle Internal Address: Vedder, Price, Kaufman & Kammholz Street Address: 222 N. LaSalle St., 24th Floor City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41) \$ 190.00 [x] Enclosed [x] Authorized to be charged to deposit account (Charge any deficiencies or credit any overpayment to the acct) 8. Deposit account number: 22-0259 (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. Tammy S. Settle Name of Person Signing [Signature] Signature June 18, 2003 Date Total number of pages including cover sheet, attachments, and document: 15

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

06/24/2003 GTDN11 00000039 76213281 01 FC:8521 02 FC: 8522 40.00 OP 150.00 OP

TRADEMARK REEL: 002764 FRAME: 0196

TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of June 11, 2003, is between AURA COMMUNICATIONS, INC., a Massachusetts corporation (the "Company"), and DUCHOSSOIS TECHNOLOGY PARTNERS, LLC, a Delaware limited liability company, as agent ("Agent") on behalf of the lenders (together with their successors and assigns, the "Lenders") party to the Purchase Agreement (as defined below).

WITNESSETH:

WHEREAS, Company, Lenders and Agent have entered into that certain Note and Warrant Purchase Agreement of even date herewith (as amended or modified from time to time, the "Purchase Agreement") pursuant to which, among other things, Company has granted to Agent, on behalf of the Lenders, a security interest in substantially all of its assets to secure Company's prompt and complete payment, performance and/or observance of all of its obligations and liabilities under or in connection with the Purchase Agreement and the other Transaction Documents (as defined in the Purchase Agreement) (collectively, the "Obligations"); and

WHEREAS, Agent has required, as a further condition to entering into the Purchase Agreement and to secure the obligations thereunder and under the other Transaction Documents that Company execute this 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, Company agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Purchase Agreement shall have the meanings specified in the Purchase Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and schedule references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Company hereby grants to Agent a first priority security interest, having priority over all other security interests, with power of sale (upon the occurrence of an during the continuation of an Event of Default and to the extent permitted by applicable law) in all of Company's now owned or existing and hereafter acquired or arising (collectively, the "Collateral");

(a) trademarks, registered trademarks and trademark registrations, trade names, service marks, registered service marks and service mark registrations, including, without limitation, the registered trademarks and registered service marks listed on Schedule A, and (i) the reissues, divisions, continuations, renewals, extensions and continuations in part thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, and (iv) all of Company's rights corresponding thereto throughout the world (all of the foregoing registered trademarks and registered service marks together with the items described in clauses (i)-(iv) in this paragraph 2(a), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark registrations, trade names, service marks, registered service marks and service mark registrations, whether Company is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence of and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Agent's rights under the Purchase Agreement and the other Transaction Documents (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement with respect to which the grant of the security interest contemplated by this Agreement would be a breach or default thereunder; it being understood that upon request of the Agent, Company will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of the Agent in Company's rights under such license agreement.

3. Restrictions on Future Agreements. Company will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Company further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Company's business.

4. New Trademarks and Licenses. Company represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Company. If, prior to the termination of this Agreement, Company shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Company shall notify Agent in writing (with reasonable detail) of such changes. In addition, Company shall, within ten (10) days of approval of an application for a domestic Trademark by the United States Patent and Trademark Office, notify

Agent of such approval and provide Agent with copies of all relevant documents relating such approval. Company hereby authorizes Agent to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, Company hereby agrees that Agent's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Agent actually amends Schedule A and Schedule B.

5. Royalties. Company hereby agrees that the use by Agent of the Trademarks and Licenses as authorized hereunder shall be co-extensive with Company's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Company.

6. Nature and Continuation of Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full. At such time, the rights granted to Agent hereunder shall also terminate, and Agent agrees to execute a release and termination as necessary to effectuate the release of the security interest granted to it. If at any time all or any part of any payment theretofore applied by the Agent or any Lender to any of the Obligations is or must be rescinded or returned by the Agent or such Lender for any reason whatsoever (including the insolvency, bankruptcy or reorganization of Company), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent or such Lender, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by the Agent or such Lender had not been made.

7. Right to Inspect; Further Assignments and Security Interests. Agent shall have the right, consistent with the Purchase Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of Company relating to the Trademarks and the Licenses, including, without limitation, Company's quality control processes. From and after the occurrence of, and during the continuance of, an Event of Default, and subject to the terms of the Purchase Agreement, Company agrees that Agent or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Company under the Trademarks or the Licenses. Company agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of the Board of Directors of Company, except for sales, assignments and licenses in the ordinary course of business, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Agent.

8. Duties of Company.

(a) Except with respect to Trademarks which the Board of Directors of the Company shall determine are not necessary or economically desirable in the operation of the Company's business, Company shall have the duty: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement; (ii) to make applications for trademarks and service marks as Company deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Company's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Company. Company shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of Company's business. Company agrees to retain an experienced trademark attorney reasonably acceptable to Agent for the filing and prosecution of all applications and other proceedings.

(b) Agent shall not have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at Agent's option upon the occurrence of and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Company and added to the Obligations secured hereby.

9. Agent's Right to Sue. Upon the occurrence of and during the continuance of an Event of Default, and subject to the terms of the Purchase Agreement, Agent shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Agent shall commence any such suit, Company shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Company shall, upon demand, promptly reimburse and indemnify Agent for all costs and reasonable expenses incurred by Agent in the exercise of its rights under this Section 9 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Agent is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Company and Agent, and no failure to exercise or delay in exercising on the part of Agent any right, power or privilege hereunder or under any of the other Transaction Documents shall operate as a waiver of any of Agent's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under any of the other Transaction Documents shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Agent's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement and any of the other Transaction Documents. Without limiting the foregoing, Company acknowledges and agrees that (i) the Trademarks and Licenses

comprise a portion of the Collateral and Agent shall have the right to exercise its rights under the Security Agreement with respect to the Trademarks and Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) upon the occurrence of and during the continuance of an Event of Default, Agent or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Company's business.

12. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted under this Agreement to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended except in connection with the ongoing business to which such trademark or service mark pertains.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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 Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Company hereby irrevocably appoints Agent as Company's attorney-in-fact, with full authority in the place and stead of Company and in the name of Company or otherwise to carry out the acts described below. Upon the occurrence of and during the continuance of an Event of Default, Company hereby authorizes Agent to, in its sole discretion, (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the exercise its rights and remedies regarding the Trademarks and the Licenses as Agent deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Agent shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Company's business connected with the use of, and symbolized by, such Trademarks. Company hereby ratifies all such actions that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 6 hereof. Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Purchase Agreement or other Transaction Documents, but rather is intended to facilitate the exercise of

such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted (the "UCC").

16. Binding Effect; Benefits. This Agreement shall be binding upon Company and its successors and assigns, and shall inure to the benefit of Agent and its nominees, successors and assigns. Company's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Company; provided, however that Company shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts applicable to contracts made and to be performed entirely within such State, subject, however, to the applicability of the UCC of any jurisdiction in which any Collateral may be located or deemed located at any given time.

18. Jury Trial. **EACH OF COMPANY, AGENT AND, BY ACCEPTING THE BENEFITS HEREOF, THE LENDERS, HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Purchase Agreement.

20. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

22. Right of Recordal of Security Interest. Agent shall have the right, but not the obligation, at the expense of Company, to record this Agreement in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by

Agent. Upon satisfaction in full of the Obligations, Company shall have the right to effect recordal of such satisfaction or termination at the expense of Company in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Company. Agent and Company shall cooperate to effect all such recordals hereunder.

[SIGNATURE PAGE FOLLOWS]

Trademark and License Security Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

Company:

AURA COMMUNICATIONS, INC.

By: 

Name: Kenneth Kokinakis

Title: President

ACCEPTED AND AGREED BY:

DUCHOSSOIS TECNOLOGY PARTNERS,
LLC

By: _____
Title: _____

Trademark and License Security Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

Company:

AURA COMMUNICATIONS, INC.

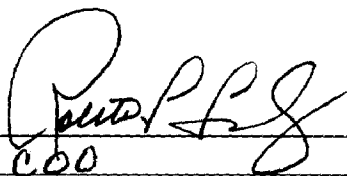
By: _____

Name: Kenneth Kokinakis

Title: President

ACCEPTED AND AGREED BY:

DUCHOSSOIS TECHNOLOGY PARTNERS,
LLC

By:  _____
Title: COO

**SCHEDULE A
to Trademark and License Security Agreement**

TRADEMARKS

[COMPANY TO COMPLETE]

U.S. Trademark Registrations and Applications (Active)

Mark Name	App. No.	App. Date	Reg. No.	Reg. Date
AURA	75/017615	11/13/1995	2139992	03/03/1998
AURA & DESIGN	75/018046	11/13/1995	2183229	08/25/1998
AURANET	75/163813	09/10/1996	2145857	03/24/1998
AURALINK	76/213281	02/21/2001		
LIBERTYLINK	76/213464	02/21/2001		
AURA	76/213192	02/21/2001		
DOCKER	78/258182	06/04/2003		

SCHEDULE B
to Trademark and License Security Agreement

LICENSES

The Company currently has outbound license agreements with each of the following potential customers:

Electro Source Ltd.
Ever Win International Corporation
FSL Electronics Pty. Ltd.
Neo Prism Co., Ltd.
Resistance Technology, Inc.
Samsin Innotec Ltd.
Sarnoff Corporation
System Pros International
Reason Products

The Company currently has inbound license Agreements relating to semiconductor intellectual property with each of the following:

Artisan Components
VAutomation, Inc.