

07-10-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECC 102493070 TRADEMARKS ONLY

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): Altec Lansing Technologies, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6/27/2003

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation Internal Address:

Street Address: 1133 Avenue of the Americas City: New York State: NY Zip: 10036

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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) 76/338,541; 75/853,254; 75/722,044; 76/362,524

B. Trademark Registration No.(s) 1022585; 1127460; 1408339

76067709; 76067722; Additional number(s) attached Yes No

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

Name: Christopher M. Turk, Esquire

Internal Address: Blank Rome LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

02-2555

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire Name of Person Signing

Handwritten signature of Christopher M. Turk

Signature

July 2, 2003

Date

Total number of pages including cover sheet, attachments, and document: 17

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

07/09/2003 LAUELLER 00000070 022555 76338541

01 FC:8521 40.00 00 02 FC:8522 300.00 0A

TRADEMARK REEL: 002774 FRAME: 0908

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
CMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75853257	75721760	76412882
76362691		

Documents”), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower’s Obligations, Borrower grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Borrower associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Assets in full force and effect until all of Borrower’s Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Borrower represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Assets is valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, *et seq.* 35 USC §101 *et seq.* and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trade names, or trademark or trade name licenses, or (ii) become entitled to the benefit of any trademark application, trademark, trademark registration, or trademark or trade name license renewal, the provisions of this Agreement shall automatically apply thereto and such trademark application, trademark, trademark registration, or application or trademark or trade name license renewal, shall be deemed part of the Assets. Borrower shall give Lender prompt written notice thereof along with an amended **Schedule A**.

4. Borrower further covenants that until all of Borrower’s Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, it will not enter into any agreement, including without limitation, trademark or trade name license agreements or options, which is inconsistent with Borrower’s obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default or an event which, with notice or passage of time or both, constitutes an Event of Default has not occurred under the Loan Agreement, Borrower shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Lender, except as permitted under Section 4 hereof.

7. If and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. Upon the occurrence of an Event of Default, Borrower hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of Borrower's Obligations, Lender shall execute and deliver to Borrower all documents reasonably necessary to terminate Lender's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing

Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Lender and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until Borrower's Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon request of Lender, Borrower shall make federal application on registrable but unregistered trademarks, copyrights or trademark or trade name licenses belonging to Borrower. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Trademark without the prior written consent of Lender, which consent shall not be unreasonably withheld.

13. Borrower shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Lender's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

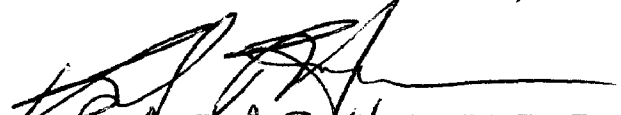
17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

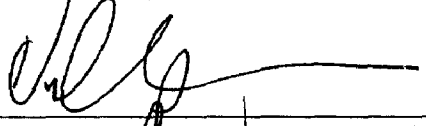
19. Borrower and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Third Trademarks Security Agreement the day and year first above written.

ALTEC LANSING TECHNOLOGIES, INC.


By: 
Name: Richard P. Horner
Title: Secretary

Approved and Accepted:
CONGRESS FINANCIAL CORPORATION

By: 
Herbert Korn, Vice President

SCHEDULE A

Altec Lansing Technologies, Inc.

UNITED STATES							
Mark	Filed	Appl#	Regdt	Reg#	Status	Classes	Next Action Due
ALTEC LANSING	11/14/01	76/338,541			PENDING	09	
CELL POD	11/19/99	75/853,254			PENDING ITU - PUBLISHED FOR OPPOSITION 11/12/01		
CLARIX	6/4/99	75/722,044			PENDING ITU - RESPONSE TO FINAL ACTION ENTERED INTO RECORD	09	
	1/24/02	76/362,524			PUBLISHED WILL BE PUBLISHED ON 2/11/03	09	
SOUND MATTERS	6/12/00	76/067,709			PENDING - APPLICATION SUSPENDED	09	
SOUND WITH VISION	6/12/00	76/067,722			ALLOWED	09	7/16/03 <i>FILE SOU OR EXTENSION</i>
SPARKOMATIC	3/21/75	73/047,281	10/14/75	1,022,585	REGISTERED	09, 12, 20	10/14/05 <i>RENEWAL</i>
	4/25/78	73/167,955	12/11/79	1,127,460	REGISTERED	09,14	6/11/09 6 M <i>BEFORE RENEWAL</i>

THE MOST MUSIC YOU CAN FIT IN A CAR	2/14/86	73/582,920	9/9/86	1,408,339	REGISTERED	09	9/9/06 <i>RENEWAL</i>
VIDEO POD	11/19/99	75/853,257			PENDING ITU - APPLICATION SUSPENDED	09	
VOICEPOD	6/4/99	75/721,760			PENDING ITU - NOTICE OF ALLOWANCE ISSUED 3/6/01; 1 ST EXTENSION GRANTED	09	3/6/02 - <i>FIRST EXTENSION OF TIME OR STATEMENT OF USE DUE</i>
PUT POWER INTO EVERYTHING YOU LISTEN TO!	5/28/02	76/412,882			PENDING WILL BE PUBLISHED ON 3/11/03	09	
JUST LISTEN TO THIS!	1/24/02	76/362,691			PUBLISHED 10/29/02	09	

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF Pike :

On this 29th of June, 2003, before me personally appeared Richard A. Horner to me known and being duly sworn, deposes and says that s/he is the Secretary of Altec Lansing Technologies, Inc., the Borrower described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Harriet S. Tucker

Notary Public

My Commission Expires:

9/18/06

Notarial Seal
Harriet S. Tucker, Notary Public
Milford Twp., Pike County
My Commission Expires Sept. 18, 2006
Member, Pennsylvania Association Of Notaries

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NEW YORK : SS
COUNTY OF New York :

On this 30th day of June, 2003, before me personally appeared Herbert Kohn to me known and being duly sworn, deposes and says that he is vice President of Congress Financial Corporation, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.

Maria Camacho
Notary Public

My Commission Expires:

MARIA CAMACHO NOTARY PUBLIC, State of New York No.: 01CA5086952 Qualified in Queens County Certificate Filed in New York County Commission Expires October 27, 20 <u>05</u>
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EXHIBIT 1

TRADEMARKS ASSIGNMENT

WHEREAS, Altec Lansing Technologies, Inc., a Pennsylvania corporation ("Grantor") is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on Schedule A attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Fourth Trademarks Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademarks Assignment to be executed as of the ___ day of _____.

ALTEC LANSING TECHNOLOGIES, INC.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF _____ : S.S.
COUNTY OF _____ :

On this ____ day of _____ 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of Altec Lansing Technologies, Inc., and s/he acknowledged to me that s/he executed the foregoing Trademarks Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

SCHEDULE A

Altec Lansing Technologies, Inc.

Mark	Filed	Appl#	Regdt	Reg#	Status	Classes	Next Action Date
UNITED STATES							
ALTEC LANSING	11/14/01	76/338,541			PENDING	09	
CELL POD	11/19/99	75/853,254			PENDING ITU - PUBLISHED FOR OPPOSITION 11/12/01		
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	1/24/02	76/362,524			PUBLISHED WILL BE PUBLISHED ON 2/11/03	09	
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SOUND WITH VISION	6/12/00	76/067,722			ALLOWED	09	7/16/03 FILE SOU OR EXTENSION
SPARKOMATIC	3/21/75	73/047,281	10/14/75	1,022,585	REGISTERED	09, 12, 20	10/14/05 RENEWAL
	4/25/78	73/167,955	12/11/79	1,127,460	REGISTERED	09,14	6/11/09 6 M BEFORE RENEWAL

25832.01015/50238125v1

Mark	Filed	Appl#	Regdt	Reg#	Status	Classes	Next Action Date
THE MOST MUSIC YOU CAN FIT IN A CAR	2/14/86	73/582,920	9/9/86	1,408,339	REGISTERED	09	9/9/06 <i>RENEWAL</i>
VIDEO POD	11/19/99	75/853,257			PENDING ITU - APPLICATION SUSPENDED	09	
VOICEPOD	6/4/99	75/721,760			PENDING ITU - NOTICE OF ALLOWANCE ISSUED 3/6/01; 1 ST EXTENSION GRANTED	09	3/6/02 - <i>FIRST EXTENSION OF TIME OR STATEMENT OF USE DUE</i>
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JUST LISTEN TO THIS!	1/24/02	76/362,691			PUBLISHED 10/29/02	09	

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF Pike :

On this 21st of June, 2003, before me personally appeared Richard Hauer, to me known and being duly sworn, deposes and says that s/he is Secretary of Altec Lansing Technologies, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Harriet S. Tucker

Notary Public

Notarial Seal
Harriet S. Tucker, Notary Public
Milford Twp., Pike County
My Commission Expires Sept. 18, 2006
Member, Pennsylvania Association Of Notaries

My Commission Expires:

9/18/06