

02-03-2004



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

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

102659793

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. 1.30-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State (Massachusetts)
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Duchossois Technology Partners, LLC
Internal Address:
Street Address: 845 Larch Avenue
City: Elmhurst State: IL Zip: 60126
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Limited Liability Company-Delaware
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 01/21/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/213,281
76/213,464 76/213,192 78/258,182
B. Trademark Registration No.(s)
2,139,992 2,183,229 2,145,857
Additional number(s) attached Yes No

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 North LaSalle Street
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$ 190.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 22-0259

OPR/FINANCE
JAN 30 AM 8:59

DO NOT USE THIS SPACE

9. Signature.

Tammy S. Settle
Name of Person Signing

Tammy S. Settle
Signature

January 27, 2004
Date

02/03/2004 BBYRNE 00000033 220259 76213281

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

01 FC:8521 40.00 DA
02 FC:8522 150.00 DA

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

TRADEMARK
REEL: 002906 FRAME: 0383

FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Amendment") is entered into as of the 21st day of January, 2004, by and between AURA COMMUNICATIONS, INC., a Massachusetts corporation (the "Company"), and DUCHOSSOIS TECHNOLOGY PARTNERS, L.L.C., 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, pursuant to that certain Note and Warrant Purchase Agreement dated as of June 11, 2003, as amended and restated by that certain Amended and Restated Note and Warrant Purchase Agreement of even date herewith (as may be further amended, restated or otherwise modified from time to time, the "Purchase Agreement"), by and among the Company, Agent and the Lenders, the Company and Agent entered into that certain Trademark and License Security Agreement dated as of June 11, 2003 (the "Agreement"); and

WHEREAS, in connection with additional loans made by the Lenders under the Purchase Agreement on the date hereof, the parties hereto now desire to amend the Agreement to reflect the changes set forth below.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms that are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. The first recital of the Agreement is hereby amended and restated in its entirety to read as follows:

"WHEREAS, the Company, Lenders and Agent have entered into that certain Amended and Restated Note and Warrant Purchase Agreement dated as of January 21, 2004 (as may be further amended, restated or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, the Company has granted to Agent, on behalf of the Lenders, a security interest in substantially all of its assets to secure the Company's prompt and complete payment, performance and/or observance of all of the Company's 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"

3. Fees and Expenses. The Company agrees to pay on demand all costs and expenses of or incurred by Agent (including, but not limited to, reasonable legal fees and expenses) in connection with the evaluation, negotiation, preparation, execution and delivery of this Amendment.

4. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. Continuing Effect. Except as otherwise specifically set forth herein, the provisions of the Agreement shall remain in full force and effect. The Company hereby reaffirms its grant of the security interest in the Collateral, as amended hereby.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature page of this Amendment executed and transmitted via facsimile shall be deemed an original for all purposes.

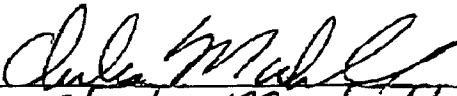
[SIGNATURE PAGE FOLLOWS]

**First Amendment to and Reaffirmation of Trademark and License Security Agreement
Signature Page**

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to and Reaffirmation of Trademark and License Security Agreement as of the date first above written.

COMPANY:

AURA COMMUNICATIONS, INC.

By: 
Name: Charles Marshall
Title: Treasurer

AGENT:

DUCHOSSOIS TECHNOLOGY PARTNERS,
L.L.C.

By: _____
Name: _____
Its: _____

***First Amendment to and Reaffirmation of Trademark and License Security Agreement
Signature Page***

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to and Reaffirmation of Trademark and License Security Agreement as of the date first above written.

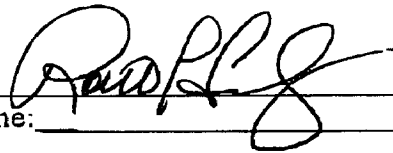
COMPANY:

AURA COMMUNICATIONS, INC.

By: _____
Name: _____
Title: _____

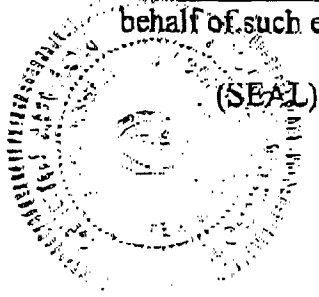
AGENT:

DUCHOSSOIS TECHNOLOGY PARTNERS,
L.L.C.

By:  _____
Name: _____
Its: _____

STATE OF Massachusetts)
) SS
COUNTY OF W. Middlesex)

The foregoing First Amendment to and Reaffirmation of Trademark and License Security Agreement was executed and acknowledged before me this 21st day of January, 2004, by Charles Marshall, personally known to me to be the Treasurer of Aura Communications, Inc., a Massachusetts corporation, on behalf of such entity.



Notary Public [Signature]
My commission expires 10-23-09

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing First Amendment to and Reaffirmation of Trademark and License Security Agreement was executed and acknowledged before me this 21st day of January, 2004, by Robert L. Faly, personally known to me to be the COO of Duchossois TECnology Partners, L.L.C., as Agent on behalf of itself and certain Lenders.

(SEAL)



Notary Public Carol Tancredi
My commission expires 9-10-07

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		12/02/03
AURA	76/213192	02/21/2001		
DOCKER	78/258182	06/04/2003		

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