

01-30-2004

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Form PTO-1594  
(Rev. 10/02)  
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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):

Broadcast Electronics, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_ Rhode Island
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 01/22/2004

2. Name and address of receiving party(ies)

Name: FB Commercial Finance, Inc.

Internal

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

Street Address: 11901 Olive Blvd.

City: St. Louis State: MO Zip: 63141

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Missouri
- 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) \_\_\_\_\_

See Schedule B, attached

Additional number(s) attached  Yes  No

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

Name: Jennifer Jones

Internal Address: Gallop, Johnson & Neuman, LC

Street Address: 101 South Hanley

Suite 1600

City: St. Louis State: MO Zip: 63105

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

**21**

7. Total fee (37 CFR 3.41).....\$ 840.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

LMUELLER 00000109 2566716

Name of Person Signing Jennifer Jones

*Jennifer Jones*  
Signature

1/27/04  
Date

Total number of pages including cover sheet, attachments, and document: **13**

01/30/2004  
01 FC:8521  
02 FC:8522

Refund Ref:  
01/30/2004 LMUELLER 0000133668

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

CHECK Refund Total: \$300.00

TRADEMARK  
REEL: 002909 FRAME: 0575

**SCHEDULE B**

**TO PATENT, TRADEMARK AND LICENSE  
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**MARKS**

<u>Company</u>	<u>Mark</u>	<u>Country</u>	<u>Application (A) Registration (R) or Series (S) No.</u>	<u>Registration or Filing Date</u>
<b>Broadcast Electronics, Inc.</b>	VAULTXPRESS	U.S.	2,566,716 ®	
	BE (and design)	U.S.	1,401,982 ®	
	TELFAX	U.S.	1,583,371 ®	
	CELLCAST	U.S.	1,611,115 ®	
	AUDIOVAULT	U.S.	1,783,908 ®	
	AUDIOVAULT 100	U.S.	1,896,823 ®	
	AV 100	U.S.	1,898,010 ®	
	MARTI	U.S.	2,167,395 ®	
	Powermizer (stylized)	U.S.	2,157,470 ®	
	SMARTI	U.S.	2,171,155 ®	
	LYNX	U.S.	2,288,817 ®	
	AIRBOSS	U.S.	2,383,764 ®	
	PREDATOR	U.S.	2,398,989 ®	
	BROADCAST ELECTRONICS	U.S.	2,513,996 ®	
	CallBoss	U.S.	2,564,479 ®	
	WebVAULT (stylized)	U.S.	2,678,570 ®	
	Plug-N-Play	U.S.	2,657,327 ®	
	TALK*PORT	U.S.	2,392,598 ®	
	Vault2	U.S.	2,732,506 ®	
	SoniXtream (stylized and design)	U.S.	76/311,196 (A)	
	Motivus	U.S.	Application submitted	

All rights to "Cellcast" trademarks and service marks granted under the Asset Purchase Agreement among BEI, Cellcast, Inc. and Artran, Inc. dated December 16, 1996.

Pursuant to the Asset Purchase Agreement between Dolby Laboratories, Inc. ("Dolby") and BEI dated April 29, 1997, BEI obtained all rights under STL trademarks, methods, designs, drawings,

bills of material, formulations, data bases, firmware, source codes, test procedures for board level and final test, P.C. board and mechanical layouts, technical training information, know-how, including the name "DSTL" and all copyrights and other intellectual property associated with the name "DSTL."

**PATENT, TRADEMARK AND LICENSE COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Assignment") is made as of the 22<sup>nd</sup> day of January, 2004 by and between **FB Commercial Finance, Inc.**, a Missouri corporation ("Lender") with an office located at 11901 Olive Blvd., St. Louis, MO 63141, and **Broadcast Electronics, Inc.**, a Rhode Island corporation ("Assignor"), with an office at 4100 North 24<sup>th</sup> Street, Quincy, Illinois 62305.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of a certain Credit and Security Agreement, dated as of even date herewith (the "Credit Agreement") by and among Lender, Assignor and BEI Holding Corporation, Assignor has mortgaged, pledged and granted to Lender a lien on and security interest in substantially all of Assignor's assets, including all right, title and interest of Assignor in and to all of Assignor's patents, tradenames, trademarks and licenses, whether presently existing or hereafter arising or acquired, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the patents, trademarks and licenses, to secure the payment of all amounts owing by Assignor under the Credit 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, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and all the terms and provisions thereof, including without limitation, the terms defined therein, are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Patents, Tradenames, Trademarks and Licenses. To secure the complete and timely satisfaction of all of the "Obligations" (as defined in the Credit Agreement):

A. Assignor hereby grants to Lender a security interest in and to all of the following, whether now owned or existing or hereafter acquired:

(i) Assignor's patents and patent applications, whether United States or foreign, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Schedule A**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, (c) subject to the provisions of paragraph 11, the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) Assignor's technical information and know-how relating to processes, procedures, inventions, machines or trade secrets used in connection with the Patents;

(iii) Assignor's license agreements relating to or involving any of the Patents or technical information described in clauses (A)(i) or (A)(ii) with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all "Inventory" (as defined in the Loan Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Patent Licenses"); and

B. Assignor hereby grants to Lender a security interest in the following property, whether now owned or existing or hereafter acquired:

(i) Assignor's tradenames, trademarks, trademark registrations, service marks, service mark registrations, and trademark and service mark applications, including, without limitation, the tradenames, trademarks, service marks and registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, and (e) all of the goodwill of Assignor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) (all of the foregoing tradenames, trademarks, trademark registrations, service marks, service mark registrations and applications, together with the items described in clauses (a)-(e) are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(ii) To the extent Assignor includes as Eligible Inventory under the Credit Agreement Inventory that contains or incorporates or to which is affixed any of the trademarks, service marks, tradenames or other items described in clause (B)(i) (the "Incorporated Marks"), the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

3. New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Patent Licenses, Incorporated Marks and Trademark Licenses listed on Schedules A, B, and C, respectively, constitute all of the issued patents and patent applications now owned by Assignor and all of the Trademark Licenses covering Incorporated Marks. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new patent,

tradename, trademark, service mark, registration, application, license or license renewal with respect to any present or future Incorporated Marks (collectively, the "Future Rights"), the provisions of paragraph 2 above shall automatically apply thereto and Assignor shall give to Lender prompt written notice thereof. Assignor hereby authorizes Lender to modify this Assignment by amending Schedules A, B or C, as applicable, to include any Future Rights. Assignor agrees to execute all documents necessary to record or preserve Lender's interest in all Future Rights added to Schedules A, B or C pursuant to this paragraph 4.

4. Royalties. Assignor hereby agrees that the rights to use by Lender of each Patent as described above shall be as extensive as the rights of Assignor to use such Patent or Patent License and without any liability for royalties or other related changes from Lender to Assignor, subject, however, to the provisions of paragraph 7.

5. Term. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks and Trademark Licenses assigned hereunder, or (ii) the date on which the Obligations have been satisfied in full and the Credit Agreement has been terminated.

6. Assignor's Right of Continued Use. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), Assignor may continue to exercise its rights under the Patent Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents. So long as such right shall exist, Lender shall not exercise any right under or with respect to any Patent or Patent License except as provided in paragraph 10 hereof. From and after the occurrence of an "Event of Default" (as defined in the Credit Agreement) and upon notice by Lender to Assignor, Assignor's rights with respect to the Patents and Patent Licenses as set forth in this paragraph 6 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Patents or Patent Licenses may be located.

7. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of and during the continuation of an "Event of Default" (as defined in the Credit Agreement), Assignor reserves the exclusive right, subject to Lender's security interest, to own and use the Incorporated Marks and to exercise all rights derived from the Trademark Licenses. Assignor agrees to undertake all necessary acts to maintain and preserve the Incorporated Marks and the rights under the Trademark Licenses, including, but not limited to, (i) filing affidavits of use and incontestability, where applicable, under §§ 8 and 15 of the Lanham Act (15 U.S.C. §§ 1058, 1065), (ii) filing renewal applications, and (iii) initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who in the reasonable discretion of Assignor seriously threaten the rights of Assignor in or the validity of the Incorporated Marks, provided, however, that Assignor shall not be required to undertake any specific necessary act described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Assignor agrees not to sell, assign or encumber its interest in, or grant any licenses (except in the ordinary course of business) under the Incorporated Marks or Trademark Licenses without the prior written consent of Lender.

From and after the occurrence of an Event of Default and upon notice by Lender to Assignor, Assignor's exclusive rights to own and use the Incorporated Marks and Trademark Licenses as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which Assignor's records concerning the Incorporated Marks or Trademark Licenses may be located.

8. Termination of Security Interest. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to terminate its security interest in the Patents, Patent Licenses, Trademarks and Trademark Licenses, subject to any disposition thereof, after an Event of Default, which may have been made by Lender pursuant hereto or pursuant to the Credit Agreement.

9. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any application for registration of any trademark or service mark pending as of the date hereof or thereafter until termination of the Credit Agreement, (ii) to make application on the Assignor's unpatented but patentable inventions and for Assignor's trademarks and service marks, as is appropriate in the Assignor's good faith judgment, and (iii) to use its reasonable efforts to preserve and maintain all rights in patent applications of the Patents, and in Trademarks, provided, however, that Assignor shall not be required to take any specific action described in this sentence so long as it obtains Lender's prior written approval, which shall not be unreasonably withheld. Any expenses incurred in connection with such applications shall be borne by the Assignor. In any suit to enforce any Patent License, Trademark License, Patent or Trademark, Lender shall, at the expense and request of Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by Assignor in connection with such suit.

10. Lender's Right to Sue. At any time after the occurrence and during the continuance of an "Event of Default" (as defined in the Credit Agreement), Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Patent Licenses, Trademark Licenses, and Trademarks (but, in the case of licenses, only to the extent not in conflict with the terms thereof) and, if Lender shall commence any such suit, Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by Lender in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11.

11. Waivers. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

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

13. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Effect on Credit Agreement. All of Lender's rights and remedies with respect to the Patents, Patent Licenses, Trademarks and Trademark Licenses, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor and Lender acknowledge and agree that this Assignment is not intended to limit, restrict or expand in any way the rights and remedies of Lender under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies.

15. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

16. Governing Law. This Assignment shall be governed by and construed in accordance with the internal substantive laws of the State of Missouri.

17. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision in the Credit Agreement, the provisions contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.


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*(Signature page for Patent, Trademark and License Collateral Assignment)*

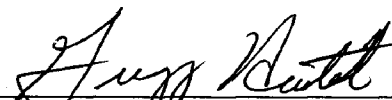
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

BROADCAST ELECTRONICS, INC.

By:   
Name: *Peter J. Thard*  
Title: *Vice President*

*Agreed and Accepted* as of this 22nd day of January, 2004.

FB COMMERCIAL FINANCE, INC.

By:   
Name: *GREGG HEUTEL*  
Title: *VICE PRESIDENT*

**SCHEDULE A**  
**TO PATENT, TRADEMARK AND LICENSE**  
**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

**PATENTS**

<u>Company</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
<b>Broadcast Electronics, Inc.</b>	Impedance – Matching Device for Power Amplifier Circuit	U.S.	4,558,285	12-10-85

All rights to patents granted under the Asset Purchase Agreement among BEI, Cellcast, Inc. and Artran, Inc. dated December 16, 1996.

## **SCHEDULE C**

### **TO PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

#### **LICENSES**

1. Master Sale and License Agreement dated June 27, 2001 between Everstream, Inc. and Broadcast Electronics, Inc. ("BEI").
2. ChainCast Managed Service Agreement between ChainCast Networks, Inc. and Broadcast Electronics, Inc.
3. Nonexclusive Intellectual Property License for Broadcasting Technology dated October 4, 2001 between iBiquity Digital Corporation and BEI
4. Asset Purchase Agreement dated April 29, 1997 between BEI and Dolby Laboratories, Inc.
5. Digital Audio System License Agreement dated May 15, 1997 between Dolby Laboratories Licensing Corporation and BEI.
6. Know-how License and Marketing Agreement dated April 1, 1992 between Sonifex Limited and BEI.
7. Technology Development and Licensing Agreement dated December 1, 1995 between Atlanta Signal Processors, Inc. ("ASPI") and BEI.
8. License Agreement dated February 12, 1998 between ASPI and BEI.
9. Asset Purchase Agreement dated December 16, 1996 among Cellcast, Inc., Artran, Inc. and BEI.
10. License Contract dated March 30, 1996 between Fraunhofer-Institut Für Integrierte Schaltungen and BEI.
11. Technology Licensing Agreement dated August 7, 1995, between Circuit Research Labs Inc. and BEI.
12. Agreement dated as of February 15, 2002 between Desktop Technologies PTY Ltd and Broadcast Electronics, Inc.
13. Patent and Software License Agreement dated as of October 1, 2003 between Broadcast Electronics, Inc. and Thomson Licensing S.A
14. Assumption by Broadcast Electronics, Inc. of Muze Database License Agreement between Muze, Inc. and Big Mama Music, Inc., d/b/a Everstream Media by Letter Agreement dated September 21, 2001 between Broadcast Electronics, Inc. and Muze, Inc.

15. Agreement for Product Design and Licensing for the Direct to Channel (DTC) DSP FM Exciter dated as of March 29, 2001 between Broadcast Electronics, Inc. and M.B. International S.r.l.
16. Software License Agreement dated as of May 2, 2003 by and between iBiquity Digital Corporation and BEI.
17. Settlement and License Agreement dated as of September 18, 2003 between Media Digital Corporation and BEI.
18. Patent License Agreement dated as of August 18, 2003 between 24/7 Real Media, Inc.
19. Digital Up-Converter Development Agreement dated as of November 13, 2003 between Broadcast Electronics, Inc. and iBiquity Digital Corporation.