

05-05-2004

08-25-2003



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

Resulm

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

1. Name of conveying party(ies):  
ACAS Acquisitions (Escort) Inc.  
Escort Inc.  
Beltronics USA Inc.

3/26/04 8.19.03

- ☐ 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: July 24, 2003

2. Name and address of receiving party(ies):  
Name:American Capital Financial Services, Inc. as  
"Agent"

Internal

Address:

Street Address: 2 Bethesda Metro Center

City: Bethesda State: MD Zip: 20814

- ☐ 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) See Schedule I

Additional number(s) attached

B. Trademark Registration No.(s) 1127831 & others on  
Schedule I☒ Yes ☐ No5. Name and address of party to whom correspondence concerning  
document should be mailed:

Name: Caroline Kraus

Internal Address: Weil, Gotshal &amp; Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and  
registrations involved: 29

7. Total fee (37 CFR 3.41): \$ 740.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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

Signature

August 19, 2003

Date

05/04/2004 JJALLME 00000003 230800

1127831

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

19

01 FC:8522

25.00 DA

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

08/22/2003 GTON11 00000065 230800 1127831

01 FC:8521

40.00 DA

02 FC:8522

700.00 DA

**ESCORT INC. TRADEMARK SCHEDULES**

MARK

COUNTRY	SERIAL NO.	REG. NO.	CODE/MATTER
DOCKET NO.	FILE DATE	REG. DATE	STATUS

ESCORT

Community Trademark	1951151	1951151	ESC 39
46371	11/13/2000	12/21/2001	Registered
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: police speed radar warning receivers; vehicle-mounted accelerometer and display apparatus for measuring and displaying a) forces to which a vehicle is subjected during acceleration, braking and turning, and/or b) elapsed time interval for a vehicle to i) accelerate from a standing start to a specific speed and/or ii) accelerate a predetermined distance from a standing start			

PASSPORT

Community Trademark	2010981	2010981	ESC 41
46434	12/20/2000	7/26/2002	Registered
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: police speed radar warning receivers; accelerometer and display apparatus			

ESCORT

United States	73/177,592	1,127,831	ESC 26
17732	7/10/1978	12/18/1979	Registered
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: Police radar detectors for use in automobiles			

ESCORT

United States	73/495,718	1,338,929	ESC
17993	8/20/1984	6/4/1985	Registered
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: Radar warning receivers used in trucks, motorcycles and boats			

CINCINNATI MICROWAVE

United States	73/495,711	1,351,455	ESC
17994	8/20/1984	7/30/1985	Registered
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: Radar warning receivers and detachable electric power cords with pluggable connectors for radar warning receivers			

MARK

COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
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PASSPORT

United States 18109	73/498,804 9/10/1984	1,352,568 8/6/1985	ESC Registered
CLASS(ES): IN9 OWNER: Escort Inc. GOODS: Police radar warning receivers			

SOLO

United States 23821	73/752,160 9/16/1988	1,552,646 8/22/1989	ESC Registered
CLASS(ES): IN9 OWNER: Escort Inc. GOODS: Police radar warning receivers			

SMARTSHIELD

United States 35820	74/726,761 9/8/1995	2,139,969 3/3/1998	ESC 06 Registered
CLASS(ES): IN 9 OWNER: Escort Inc. GOODS: Special low power circuitry and microwave shielding feature of police radar warning receivers which provides anti-detection properties			

LASER SHIFTER

United States 45976	76/080,133 6/29/2000	ESC 35 Filed
CLASS(ES): IN 9 OWNER: Escort Inc. GOODS: Police laser warning receivers, and laser transponders for disabling laser-based vehicle speed monitors		

SMARTMUTE

United States 65868	76/490,519 2/13/2003	ESC 162A Filed
CLASS(ES): IN 9 OWNER: Escort Inc. GOODS: police radar and/or laser detectors and annunciators, and specialized circuitry, components, operational characteristics and features thereof incorporated therein to reduce and/or eliminate false alarms, mute the annunciator, and/or control the audible volume thereof, improve the response time of the laser and/or radar detectors, enhance frequency discrimination of the detectors, reduce power consumption and increase reliability and useful life of the detectors and annunciators		

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COUNTRY DOCKET NO.	SERIAL NO. FILE DATE	REG. NO. REG. DATE	CODE/MATTER STATUS
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G-TIMER

United States	76/507,903		ESC 173
66030	4/21/2003		Filed
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: electronic vehicle performance computers and displays for calculating and displaying maximum engine horsepower, maximum vehicle speed, forces developed by vehicle during cornering, acceleration, and deceleration, 0-60 mph and standing start to quarter mile times			

PASSPORT

United States	76/515,613		ESC 179
66085	5/20/2003		Filed
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: electronic vehicle performance computers and displays for calculating and displaying maximum engine horsepower, maximum vehicle speed, forces developed by vehicle during cornering, acceleration, and deceleration, 0-60 mph and standing start to quarter mile times			

ESCORT

United States	76/515,612		ESC 180
66087	5/20/2003		Filed
CLASS(ES): IN 9			
OWNER: Escort Inc.			
GOODS: electronic vehicle performance computers and displays for calculating and displaying maximum engine horsepower, maximum vehicle speed, forces, developed by vehicle during cornering, acceleration, and deceleration, 0-60 mph and standing start to quarter mile times			

**BELTRONICS TRADEMARK IP SCHEDULES**

MARK	COUNTRY	SERIAL NO.	REG. NO.	CODE/MATTER
	DOCKET NO.	FILE DATE	REG. DATE	STATUS

VECTOR EUROPA	Community Trademark	1056288	1056288	ESC 141
	47133	1/29/1999	4/10/2000	Registered
	CLASS(ES): IN 9			
	OWNER: Beltronics USA Inc.			
	GOODS: radar detectors			

EXPRESS EUROPA	Community Trademark	2456978	2456978	ESC 155A
	50350	11/9/2001	5/21/03	Filed
	CLASS(ES): IN 9			
	OWNER: Beltronics USA Inc.			
	GOODS: police radar and/or laser detectors and annunciators and specialized circuitry components, operational characteristics and features thereof incorporated therein to reduce and/or eliminate false alarms, mute the annunciator, and/or control the audible volume thereof, improve the response time of the laser and/or radar detectors, enhance frequency discrimination of the detectors, reduce power consumption, and increase reliability and useful life of the detectors and annunciators.			

EXPRESS EURO	Community Trademark	2724615		ESC 166
	65186	6/5/2002		Filed
	CLASS(ES): IN 9			
	OWNER: Beltronics USA Inc.			
	GOODS: police radar and/or laser detectors, and annunciators, and specialized circuitry, components, operational characteristics and features thereof incorporated therein to reduce and/or eliminate false alarms, mute the annunciator, and/or control the audible volume thereof, improve the response time of the laser and/or radar detectors, enhance frequency discrimination of the detectors, reduce power consumption, and increase reliability and useful life of the detectors and annunciators			

BELTRONICS EURO	Community Trademark	002648921		ESC 167
	66036	4/9/2002		Filed
	CLASS(ES): IN 9			
	OWNER: Beltronics USA Inc.			
	GOODS: radar detectors and parts and accessories therefor, as far not in other classes; (infra red) alarm, detection and safety apparatus			

MARK

COUNTRY  
DOCKET NO.

SERIAL NO.  
FILE DATE

REG. NO.  
REG. DATE

CODE/MATTER  
STATUS

FMT - FUNDAMENTAL MIXER TECHNO

United States  
46758

74/419,225  
8/2/1993

1,869,304  
12/27/1994

ESC 122  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.  
GOODS: Radar detectors

COMPUHETERODYNE

United States  
46951

73/424,909  
5/9/1983

1,281,393  
6/12/1984

ESC 117  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.  
GOODS: Radar detectors, intruder alarms and burglar alarms

BEL & Design

United States  
46953

73/424,846  
5/6/1983

1,765,584  
4/20/1993

ESC 116  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.  
GOODS: Radar detectors, intruder alarms and burglar alarms

SHADOW TECHNOLOGY

United States  
46954

74/147,192  
3/11/1991

1,706,363  
8/11/1992

ESC 128  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.  
GOODS: Radar detectors

EXPRESS

United States  
46956

74/162,864  
5/2/1991

1,681,876  
4/7/1992

ESC 120  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.  
GOODS: Radar detectors

LEADERSHIP THROUGH INNOVATION  
AND TECHNOLOGY

United States  
46957

74/373,784  
3/31/1993

1,860,310  
10/25/1994

ESC 124  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.

GOODS: Radar detectors; cordless telephones; calling line identification display units for telephones; electronic devices for determining the speed of a golf club head through an impact zone at the instant of impact with a golf ball; electronic devices for determining the speed of sports impact clubs such as baseball bats or tennis racquets through an impact zone at the instant of impact with a ball or other missile used in playing the respective sports

MARK

COUNTRY	SERIAL NO.	REG. NO.	CODE/MATTER
DOCKET NO.	FILE DATE	REG. DATE	STATUS

SWINGMATE

United States	74/291,476	1,874,533	ESC 129
46959	7/6/1992	1/17/1995	Registered
CLASS(ES): IN	9		
OWNER: Beltronics USA Inc.			
GOODS: Electronic devices for determining the speed of a golf club head through an impact zone at the instant of impact with a golf ball; electronic devices for determining the speed of sports impact clubs such as baseball bats or tennis racquets through an impact zone at the instant of impact with a ball or other missile used in playing the respective sport			

VECTOR

United States	73/562,563	1,493,929	ESC 130
46961	10/11/1985	6/28/1988	Registered
CLASS(ES): IN	9		
OWNER: Beltronics USA Inc.			
GOODS: Radar detectors			

MICRO EYE

United States	73/424,715	1,309,767	ESC 125
46963	5/6/1983	12/18/1984	Registered
CLASS(ES): IN	9		
OWNER: Beltronics USA Inc.			
GOODS: Radar detectors, intruder alarms and burglar alarms			

VG-2 GUARD

United States	74/607,674	1,983,085	ESC 131
47129	12/6/1994	6/25/1996	Registered
CLASS(ES): IN	9		
OWNER: Beltronics USA Inc.			
GOODS: Radar detectors			

FMT

United States	74/419,223	1,949,937	ESC 121
47130	8/2/1993	1/23/1996	Registered
CLASS(ES): IN	9		
OWNER: Beltronics USA Inc.			
GOODS: Radar detectors			

MARK

COUNTRY  
DOCKET NO.

SERIAL NO.  
FILE DATE

REG. NO.  
REG. DATE

CODE/MATTER  
STATUS

ADVANCED PROTECTION SYSTEM

United States 75/576,572  
49558 10/26/1998

2,472,489  
7/24/2001

ESC 115  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.

GOODS: Radar detectors; combined radar and laser detectors; receiver and alarm apparatus for vehicles to alert the driver thereof of the near presence of emergency vehicles, locomotives, and the like, having transmitters for radio or microwave transmissions for which the receiver is adapted to receive and decode, and for road hazards having like transmitters located nearby; anti-collision apparatus namely receiver and alarm circuits for vehicles, locomotives, and the like to warn of the closing approach of other vehicles, locomotives, and the like, which other vehicles, locomotives and the like, carry similar apparatus so as to send, receive, and decode signals one from another; self-contained devices containing combinations of radar detectors, radar and laser detectors, receiver and alarm apparatus, and anti-collision apparatus, as defined above

DIGITAL BROADBAND TECHNOLOGY

United States 76/341,058  
50368 11/21/2001

ESC 152A  
Filed

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.

GOODS: Police radar and laser detectors and annunciators, and specialized circuitry incorporated therein to reduce false alarms, mute the annunciator, control the audible volume thereof, improve the response time of the laser and radar detectors, enhance frequency discrimination of the detectors, reduce power consumption, and increase reliability and useful life of the detectors and annunciators

LASERPRO

United States 76/341,056  
50369 11/21/2001

2,715,208  
5/13/2003

ESC 154A  
Registered

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.

GOODS: Police laser radiation detectors and warning annunciators

AUTOSCAN

United States 76/341,057  
50370 11/21/2001

ESC 156A  
Filed

CLASS(ES): IN 9  
OWNER: Beltronics USA Inc.

GOODS: False alarm prevention circuitry and software incorporated in a police radar detector and annunciator for automatically adjusting radar detector sensitivity in response to differing environmental conditions encountered in urban, suburban, and rural areas for the purpose of filtering out extraneous signals unrelated to police radar



## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of July 24, 2003, by ACAS Acquisitions (Escort), Inc., a Delaware corporation ("Parent"), Escort Inc., an Illinois corporation ("Subcorp.") and Beltronics USA Inc., an Illinois corporation ("Beltronics," and together with Parent and Subcorp, each, a "Grantor," and collectively, the "Grantors") in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for certain Purchasers (as defined in the Purchase Agreement referred to below) (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, pursuant to the Note and Equity Purchase Agreement, dated as of the date hereof as the same may be amended, restated, supplemented or otherwise modified from time to time, (the "Purchase Agreement") among the Grantors, the Purchasers party thereto and ACFS, as agent for the Purchasers, the Purchasers have severally agreed to purchase certain Last Out Senior Term Notes and Senior Subordinated Notes (collectively, the "Secured Notes") upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement") and each Grantor is required to execute and deliver this Trademark Security Agreement pursuant to the Security Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and to induce certain Purchasers and the Agent to enter into the Purchase Agreement and to induce certain Purchasers to purchase the Last Out Senior Term Notes and Senior Subordinated Notes thereunder, each Grantor hereby agrees with the Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Purchase Agreement or the Security Agreement.

As used herein, the following terms shall have the following meanings:

"Trademark" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, any state, any province or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals thereof.

"Trademark License" means any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark.

**SECTION 2. Grant of Security Interest in Trademark Collateral** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Security Agreement) of such Grantor, hereby mortgages, pledges and grants to the Agent for the benefit of the Purchasers who hold Secured Notes, a continuing first priority lien on and security interest in, all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark License.

**SECTION 3. Conditional Assignment of Trademarks.** Notwithstanding anything to the contrary herein, all rights and remedies of Agent herein are subject to the prior rights of the Senior Lenders under the Intercreditor Agreement.

(a) In addition, each Grantor hereby authorizes the Agent to complete as assignee, execute pursuant to the power of attorney, and record with the United States Patent and Trademark Office and in any other applicable public office or agency of the United States, any State or Territory thereof, or any other country, a document in substantially the form of Exhibit A (the "Assignment of Marks"), upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under the Security Agreement and this Trademark Security Agreement.

(b) In addition to, and not by way of limitation of, the grant of a security interest in the Trademark Collateral provided in Section 2, as collateral security for the complete and timely payment, performance and satisfaction of the Obligations (as defined in the Security Agreement), each Grantor hereby assigns, conveys, mortgages, pledges, hypothecates, transfers and grants to the Agent, on behalf of itself and the Agent, its entire right, title and interest in, to and under the Trademark Collateral; provided, however, that such assignment, conveyance, mortgage, pledge, hypothecation, transfer and grant shall be and become of force and effect, with respect to any item of the Trademark Collateral, only: (i) upon or after the occurrence or during the continuance of an Event of Default; and (ii) either (A) upon the written demand of the Agent at any time during such continuance, or (B) immediately and automatically, without any notice or action of any kind by the Agent, upon the sale or other disposition of such item of the

Trademark Collateral by Agent pursuant to Article 9 of the UCC (including the transfer or other disposition of such item by such Grantor to the Agent in lieu of foreclosure).

(c) Notwithstanding any of the foregoing, so long as no Event of Default has occurred and is continuing, and except as otherwise provided in the Security Agreement and this Trademark Security Agreement, the Grantors shall be permitted to remain in full possession, ownership, enjoyment and control of all of their right, title and interest in the Trademark Collateral and to manage, operate, dispose and use the same and each part thereof, in each case, as permitted hereunder, with all the rights pertaining thereto and Agent shall not have any right or authority to take any actions in any matter relating to the Trademark Collateral before the United States Patent and Trademark Office. Until such time, all of the goodwill embodied in and associated with such Trademark Collateral shall inure to the benefit of each Grantor.

SECTION 4. **Grantor Remains Liable.** It is expressly agreed by each Grantor that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks or Trademark Licenses, and shall hold the Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Agent's interest in such Trademarks or Trademark Licenses or any other action or failure to act in connection with this Trademark Security Agreement. Each Grantor shall remain liable for any and all claims by any Person that the conduct of such Grantor's business or products or processes of such Grantor infringe any rights of such person.

SECTION 5. **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 6. **Counterparts.** This Trademark Security Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ACAS ACQUISITIONS (ESCORT), INC.

By: R G Blair  
Name: R. Greg Blair  
Title: President and Chief Executive Officer

ESCORT INC.

By: R G Blair  
Name: R. Greg Blair  
Title: President and Chief Executive Officer

BELTRONICS USA INC.

By: R G Blair  
Name: R. Greg Blair  
Title: President and Chief Executive Officer

Accepted and Agreed:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,  
as Agent

By: Kenneth E. Jones  
Name: Kenneth E. Jones  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 24<sup>th</sup> day of July, 2003 before me personally appeared

R. Greg Blair, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ACAS Acquisitions (Escort), Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristen Vento  
Notary Public

KRISTEN VENTO  
Notary Public, State of New York  
No. 01VE6084451  
Qualified in Richmond County  
Commission Expires Dec. 2, 2006

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 24<sup>th</sup> day of July, 2003 before me personally appeared  
B. Greg Blair, proved to me on the basis of satisfactory evidence to be the  
person who executed the foregoing instrument on behalf of Escort, Inc., who being by me  
duly sworn did depose and say that he is an authorized officer of said corporation, that  
the said instrument was signed on behalf of said corporation as authorized by its Board of  
Directors and that he acknowledged said instrument to be the free act and deed of said  
corporation.

Kristen Vento  
Notary Public

KRISTEN VENTO  
Notary Public, State of New York  
No. 01VE6084451  
Qualified in Richmond County  
Commission Expires Dec. 2, 2006

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York )  
 ) ss.  
COUNTY OF New York )

On this 24<sup>th</sup> day of July, 2003 before me personally appeared R. Greg Blair, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Beltronics USA Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kristen Vento  
Notary Public

KRISTEN VENTO  
Notary Public, State of New York  
No. 01VE6084451  
Qualified in Richmond County  
Commission Expires Dec. 2, 2006

## **SCHEDULE I**

### **SCHEDULE OF TRADEMARKS**

See attached.

NY2\1281790\03\RH1@031.DOC\14082.0027

**RECORDED: 03/26/2004**

**TRADEMARK  
REEL: 002966 FRAME: 0638**