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To the Honorable Commissioner of

102762515

attached original documents or copy thereof.

Name of conveying party(ies):

SpeakerCraft, Inc.

Individual(s)  
 General Partnership  
 Corporation-State  
 Other

☐ Association  
☐ Limited Partnership

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

Nature of conveyance:

☒ Assignment  
☒ Security Agreement  
☐ Other  
☐ Merger  
☐ Change of Name

Execution Date: February 20, 2004

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as agent

Internal Address:

Street Address: 1633 Broadway

City: New York State: NY ZIP: 10019

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

If assignee is not domiciled in the United States, a corporate representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☒ Yes ☐ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

761C/52445

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP  
 33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

06/09/2004 RECEIVED 0000046 76452445

DO NOT USE THIS SPACE

01 FC:8521  
 02 FC:8522

40.00 DP  
 25.00 DP

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.

Laura Konrath

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:

## **CONTINUATION ITEM 2**

Fleet Capital Canada Corporation, as agent  
300 The East Mall  
Suite 120  
Toronto, Ontario, Canada M9B 6B7

A Canadian Corporation

# **CONFIRMATORY TRADEMARK SECURITY AGREEMENT**

CONFIRMATORY TRADEMARK SECURITY AGREEMENT, dated as of February 20, 2004, by each of Elan Home Systems, L.L.C., SpeakerCraft, Inc., and Operator Specialty Company, Inc. (collectively, the "Grantors") and Fleet Capital Corporation ("Fleet", and in its capacity as administrative agent, "Administrative Agent"), a Rhode Island corporation with an office at 1633 Broadway, New York, New York 10019, and Fleet Capital Canada Corporation ("Fleet Canada", and in its capacity as Canadian agent, "Canadian Agent"), a Canadian corporation with an office at 300 The East Mall, Suite 120, Toronto, Ontario, M9B 6B7 Canada (together with Fleet and the other Lenders named in the Loan and Security Agreement (as defined below), the "Lenders").

WHEREAS, the Grantors have adopted and used in their respective businesses certain trademarks, and each of the Grantors is owner of all right, title and interest in and to its respective trademarks, and applications therefor and registrations thereof;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 25, 2002 by and among Grantors, the other Borrowers named therein and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan and Security Agreement"), Lenders have agreed to make the Loans (as defined in the Loan and Security Agreement) for the benefit of Grantors and the other Borrowers named therein;

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor, pursuant to the Loan and Security Agreement, hereby does and did grant to Administrative Agent and Canadian Agent, on behalf of Lenders a continuing first priority security interest in all of the respective Grantor's right, title and interest in and to the following, throughout the world, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its right, title and interest in and to its respective trademarks, trademark registrations, and trademark applications (collectively, the "Marks"), including those listed on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim or right to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to any of the foregoing, or any license, agreement, contract or matter relating thereto.

3. SECURITY AGREEMENT. The security interests granted to the Administrative Agent and Canadian Agent on behalf of Lenders pursuant to this Confirmatory Trademark Security Agreement are granted pursuant to the security interests granted to the

Administrative Agent and Canadian Agent on behalf of Lenders pursuant to the Loan and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent and Canadian Agent on behalf of Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory  
Trademark Security Agreement as of the date first above written.

**ELAN HOME SYSTEMS, L.L.C.**

By: Edward J. Cooney  
Name: Edward J. Cooney  
Title: Vice President and Treasurer

**SPEAKERCRAFT, INC.**

By: Edward J. Cooney  
Name: Edward J. Cooney  
Title: Vice President and Treasurer

**OPERATOR SPECIALTY COMPANY, INC.**

By: Edward J. Cooney  
Name: Edward J. Cooney  
Title: Vice President and Treasurer

**FLEET CAPITAL CORPORATION,**  
as Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FLEET CAPITAL CANADA CORPORATION,**  
as Canadian Agent and as a Canadian Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory

Trademark Security Agreement as of the date first above written.

**ELAN HOME SYSTEMS, L.L.C.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SPEAKERCRAFT, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OPERATOR SPECIALTY COMPANY, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FLEET CAPITAL CORPORATION,**

as Administrative Agent and as a Lender

By: David Fiorito

Name: David Fiorito

Title: SVP

**FLEET CAPITAL CANADA CORPORATION,**

as Canadian Agent and as a Canadian Lender

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory  
Trademark Security Agreement as of the date first above written.

**ELAN HOME SYSTEMS, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SPEAKERCRAFT, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

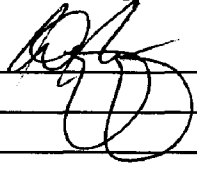
**OPERATOR SPECIALTY COMPANY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FLEET CAPITAL CORPORATION,**  
as Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FLEET CAPITAL CANADA CORPORATION,**  
as Canadian Agent and as a Canadian Lender

By:  \_\_\_\_\_  
Name: **Doug McKenzie**  
Title: **Vice President &  
General Manager**



**SCHEDULE I**  
to  
**CONFIRMATORY TRADEMARK SECURITY AGREEMENT**  
**TRADEMARKS**

<b><u>Subsidiary</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Serial No.</u></b>	<b><u>Country of Registration</u></b>
<b><u>Elan Home Systems, L.L.C.</u></b>	Elan		76/369,114	USA
	Elan		76/381,443	USA
	Elan Elite	2,699,315	76/146,373	USA
	VIA	2,519,206	76/822,338	USA
	VIA!	2,566,944	76/146,125	USA
	VIA!	2,676,344	76/158,809	USA
	VIA! Net		76/146,442	USA
	VIA! Net		76/146,152	USA
	VIA! Touch Panel	2,687,897	76/146,154	USA
<b><u>Operator Specialty Company, Inc.</u></b>	Operator Specialty Company	1,581,118	73/631,898	USA
	OSCO	1,478,371	73/632,054	USA
<b><u>SpeakerCraft, Inc.</u></b>	SoundSource		76452445	USA
	SpeakerCraft		75397969	USA

Continuation  
Item 4

**SCHEDULE I**  
**to**  
**CONFIRMATORY TRADEMARK SECURITY AGREEMENT**  
**TRADEMARKS**

<u>Subsidiary</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Serial No.</u>	<u>Country of Registration</u>
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	Elan Elite	2,699,315	76/146,373	USA
	VIA	2,519,206	76/822,338	USA
	VIA!	2,566,944	76/146,125	USA
	VIA!	2,676,344	76/158,809	USA
	VIA! Net		76/146,442	USA
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<u>SpeakerCraft, Inc.</u>	SoundSource		76452445	USA
	SpeakerCraft		75397969	USA