

MED
10-19-98

10-21-1998

UNITED

MARK OFFICE



F

100854298

SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Wireless Communications Products, LLC
20 Miry Brook Road
Danbury, Connecticut 06810

A limited liability company

2. Name and address of receiving party:

First National Bank of New England
One Commercial Plaza
Hartford, CT 06103

A bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes

(Designation must be a separate document from Assignment)

3. Nature of conveyance: security agreement

Execution date: October 8, 1998

4. Application number(s) or registration number(s):

A. Trademark application number(s): None

[See Attached Schedule A]

RECEIVED
OCT 19 1998
ASSIGNMENT SECTION

10/20/1998 DNGUYEN 00000403 1987659

01 FC:481 40.00 DP
02 FC:482 25.00 DP

B. Trademark registration number(s):

[See Attached Schedule B]

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

Michelle Walters Fournier
Bingham Dana LLP
100 Pearl Street
Hartford, Connecticut 06103

6. Total number of applications and registrations involved: 2

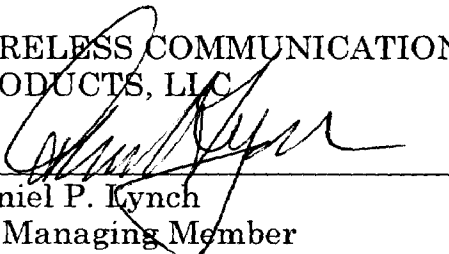
7. Total fee enclosed: \$65.00

8. Deposit account number: None

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.

WIRELESS COMMUNICATIONS
PRODUCTS, LLC

By: 
Daniel P. Lynch
Its Managing Member

Date: October 8, 1998

Total number of pages comprising cover sheet (including attached Schedules): 15

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

Commissioner of Patents and Trademarks
Box Assignments
1213 Jefferson Davis Highway
Crystal Gateway 4
Suite 3300
Arlington, VA 22202

Trademark Application Number(s)
(Continuation of Item 4A)

Mark

Application
Serial Number

Application
Filing Date

None

[List in Ascending Numerical Order (Chronologically)]

Schedule BTrademark Registration Number(s)
(Continuation of Item 4B)

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AIRPLEX	1,987,659	1996/07/16
IRplex	2,176,564	1998/07/28

[List in Ascending Numerical Order (Chronologically)]

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of October 8, 1998, is made by and between WIRELESS COMMUNICATIONS PRODUCTS, LLC, a Delaware limited liability company whose address and principal place of business is 20 Miry Brook Road, Danbury, Connecticut (the "Debtor"), and FIRST NATIONAL BANK OF NEW ENGLAND, a national banking institution having a principal place of business at One Commercial Plaza, Hartford, Connecticut 06103 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a loan transaction of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan") evidenced by, *inter alia*, a U.S. Small Business Administration Note executed by the Debtor in the original principal amount of \$325,000.00 (the "Note"; the Note, along with any documents evidencing, governing and/or securing the Loan are herein collectively referred to as the "Loan Documents").

As a further condition to making the Loan or other financial accommodation, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Documents that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Loan.

"Patents" means all of the Debtor's right, title and interest in and to all (i) now existing or hereafter arising or acquired patents, patent applications and patentable inventions, and the United States and foreign country registrations therefor (including but not limited to, those listed on Exhibit A attached hereto and made a part hereof); (ii) common law rights with respect to each; (iii) right to sue in Secured Party's own name or joined with the Debtor, for past, present or future infringements thereof; (iv) any continuations, divisions, substitutes, reissues, renewals and/or extensions thereof; (v) rights corresponding to any of the foregoing throughout the world, all whether

now existing or hereafter arising; (vi) all rights to income, royalties, profits, awards, damages, or other rights relating thereto; and (vii) proceeds of any of the foregoing.

“Trademarks” means all of the Debtor’s right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

Without limiting the generality of the foregoing, the Debtor hereby further grants, assigns and conveys to Secured Party an exclusive license under and to the Patents and Trademarks for the purpose of enforcing all of Secured Party's rights and remedies under this document and the Loan Documents. Any right to sue shall be discretionary and not an obligation of Secured Party.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the “Security Interest”), in the Patents and in the Trademarks to secure payment of the Obligations.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority***. The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor’s stockholders and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor’s lawful, binding and legally enforceable obligation. The correct name of the Debtor is Wireless Communications Products, LLC. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents***. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks***. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title***. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest and except for the claims described in the

letter, dated October 8, 1988, from Louis H. Reens to John Parda, a copy of which is attached hereto as Annex A. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) **No Sale.** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any issued or granted Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under

Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan and the payment and performance of all Obligations (as defined therein).

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Loan Documents, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Loan Documents.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful

acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

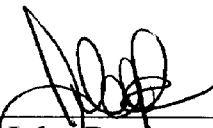
7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Connecticut without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

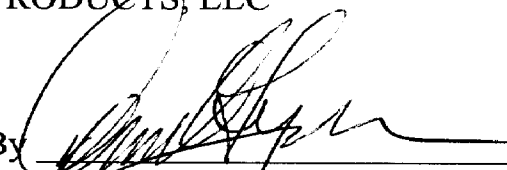
THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

FIRST NATIONAL BANK OF NEW ENGLAND

WIRELESS COMMUNICATIONS PRODUCTS, LLC

By 
John Parada
Its Vice President

By 
Daniel P. Lynch
Its Managing Member

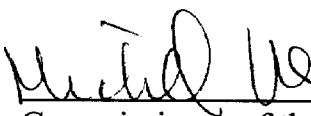
STATE OF CONNECTICUT)

COUNTY OF HARTFORD) ss: Hartford)

October 8, 1998

On this the 8th day of October, 1998, before me, Michelle Walters Fournier the undersigned officer, personally appeared John Parada, who acknowledged himself to be the Vice President of FIRST NATIONAL BANK OF NEW ENGLAND, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Vice President and as his and its free act and deed.

In witness whereof I hereunto set my hand.


Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2000


STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD)

ss: Hartford

October 8, 1998

On this the 8th day of October, 1998, before me, Michelle Walters Fournier, the undersigned officer, personally appeared Daniel P. Lynch, who acknowledged himself to be the Managing Member of Wireless Communications Products, LLC, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Managing Member and as his and its free act and deed.

In witness whereof I hereunto set my hand.



Commissioner of the Superior Court
Notary Public
My Commission Expires: _____

MICHELLE WALTERS FOURNIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2000

EXHIBIT A**UNITED STATES ISSUED PATENTS**

<u>Title</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Communication System With Portable Unit	United States	4,757,553	1988/07/12
Distributed Infrared Communication System	United States	4,977,619	1990/12/11
Infrared Telephone Extension Modulation System	United States	4,553,267	1985/11/12
Infrared Telephone Extension Control System	United States	4,450,319	1984/05/22
Distributed Infrared Communication System	United States	5,103,108	1992/04/07
ASK Optical Transmitter	United States	5,351,149	1994/09/27
ASK Receiver with Signal Display and Stretching	United States	5,319,191	1994/06/07
Infrared Communicating Device	United States	5,621,384	1997/04/15

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
FM-AM Communications Systems	Canada	1,256,505	1989/06/27

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
AIRPLEX	1,987,659	1996/07/16
IRplex	2,176,564	1998/07/28

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

St. Onge Steward Johnston & Reens LLC

986 Bedford Street
 Stamford Connecticut 06905-8619
 (203) 324-6155
 (203) 327-1098
 www.ssjr.com



October 8, 1998

Mr. John Parda
 First National Bank of New England
 One Commercial Plaza
 Hartford, CT 06103

Re: Wireless Communication Products

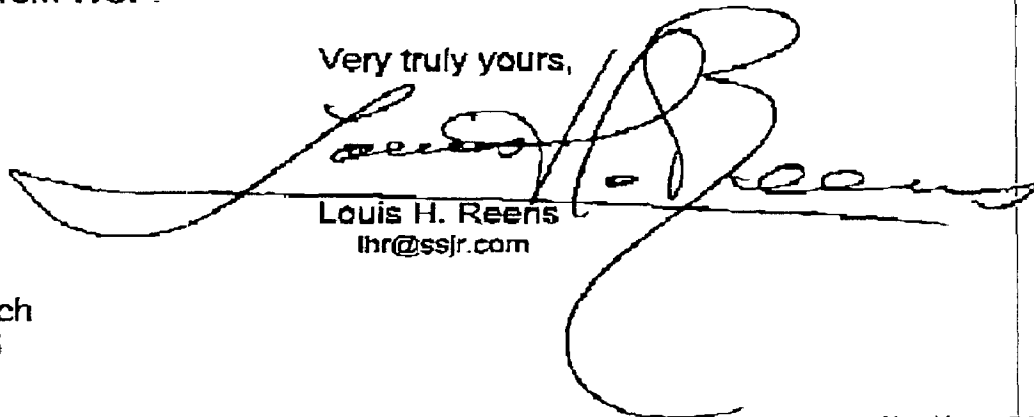
Dear Mr. Parda:

During September 1991 Executone Inc. entered into a supply contract with Wilton Industries Inc., a predecessor of Wireless Communication Products LLC, (WCP), regarding the development and production of Infrared communication devices for Executone's locating business because Wilton Industries had developed a high reputation in this field over almost two decades.

In response to certain charges made in 1997 by WCP against Executone and which arose from this contract, Executone claims its personnel were inventors of WCP's U.S. patents 5,621,384, and 5,319,191 and attacked the validity, but has not alleged inventorship, of another WCP patent 5,351,149. The product and prototype covered by the '384 patent had, sometime in 1993-94, been turned over to Executone for its subsequent manufacture and use. The '191 patent, which covers a particular infrared receiver circuit, is used by WCP in a number of infrared receivers. The '149 patent is used in WCP IR transmitters.

The documents Executone relies upon for its claim of inventorship were created by WCP employees and in view of the circuitry nature of the '191 and '384 patents it appears, in our opinion, that the Executone claims of inventorship have little merit and are unlikely to interfere with WCP's core business involving a multichannel IR communication system. Executone continues to place significant orders for products from WCP.

Very truly yours,



Louis H. Reens
 lhr@ssjr.com

LHR:c

cc: Daniel P. Lynch
 203 798-1875

New Haven Office
 80 Prospect Street

New Haven Connecticut 06511

TRADEMARK (203) 324-6155