

12-01-1999



101211942

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☐ New
- ☒ Resubmission (Non-Recordation)
Document ID # 101127459
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Effective Date
Month Day Year
8 16 99

Conveying Party

☒ Mark if additional names of conveying parties attached

Name SEE ATTACHED LIST

Execution Date
Month Day Year
8 16 99

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name FOOTHILL CAPITAL CORPORATION, as AGENT

DBA/AKA/TA

Composed of

Address (line 1) 11111 SANTA MONICA BOULEVARD

Address (line 2)

Address (line 3) LOS ANGELES

CALIFORNIA

90025

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization CALIFORNIA

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001998 FRAME: 0296

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (212) 756-2002

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

15

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,053,363	1,810,487	

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

500675

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

JOSHUA R. BRESSLER

Name of Person Signing

Signature

NOVEMBER 23, 1999

Date Signed

NAMES OF CONVEYING PARTIES:

1. QUANTEGY MEDIA CORPORATION (Delaware Corporation);
2. QUANTEGY INC. (Alabama Corporation); and
3. QUANTEGY INTERNATIONAL INCORPORATED (Delaware Corporation).

SCHEDULE 1A

LIST OF TRADEMARKS AND APPLICATIONS AND
FOR TRADEMARK REGISTRATIONSU.S. TRADEMARKS AND TRADEMARK APPLICATIONS

Quantegy, Inc.

Mark	Application (A) or Registration (R)	Filing/Registration Date
Q QUANTEGY	75-339,455	8/12/97
Q	75-339,454	8/12/97
QUANTEGY	2.053,363	4/15/97

Quantegy Media Corporation

Mark	Application (A) or Registration (R)	Filing/Registration Date
GRAND MASTER	1,163,463	8/4/81
DATPAK	1,810,487	12/14/93

FOREIGN TRADEMARKS AND TRADEMARK APPLICATIONS

Quantegy Media Corporation

Mark	Application (A) or Registration (R)	Country	Filing/Registration Date
GRAND MASTER	R.A392961	Australia	6/21/90
GRAND MASTER	R.780128710	Brazil	2/14/82
GRAND MASTER	R.287499	Canada	2/3/84
GRAND MASTER	R.12373340	France	5/31/83

Mark	Application (A) or Registration (R)	Country	Filing/Registration Date
GRAND MASTER	R.457488	Italy	11/24/86
GRAND MASTER	R.1795395	Japan	7/29/85
GRAND MASTER	R.1196995	United Kingdom	6/2/90
GRAND MASTER	R.B111343	Ireland	
GRAND MASTER	R.246542	Mexico	
SHAMROCK ^{2/}	R.340221	Benelux	6/9/86
SHAMROCK ^{2/}	R.1358274	France	6/10/86
SHAMROCK ^{2/}	R.959635	Germany	6/8/86
SHAMROCK ^{2/}	R.1695	Hong Kong	6/14/83
SHAMROCK ^{2/}	R.99806	Norway	11/3/77
SHAMROCK ^{2/}	R/158478	Sweden	2/11/87

Quantegy, Inc.

Mark	Application (A) or Registration (R)	Country	Filing/Registration Date
QUANTEGY	R.1649561	Argentina	11/4/97
QUANTEGY	R.678255	Australia	2/28/97
QUANTEGY	R.581347	Benelux	8/1/96
QUANTEGY	R.504522	Canada	11/24/98
QUANTEGY	R.1006201	China	5/14/97
QUANTEGY	R.197584	Colombia	5/30/97
QUANTEGY	A.98478	Egypt	11/16/95
QUANTEGY & DES.	R.70458	EC	7/20/98
QUANTEGY	R.70417	EC	3/1/99
QUANTEGY	R.95598042	France	4/26/96
QUANTEGY	R.39546782	Germany	10/29/96

^{2/} Quantegy is allowing all registrations for SHAMROCK around the world expire and/or lapse, as the mark is no longer in use.

Mark	Application (A) or Registration (R)	Country	Filing/Registration Date
QUANTEGY	R.12248/1997	Hong Kong	12/15/97
QUANTEGY	A.687271	India	11/17/95
QUANTEGY	R.403614	Indonesia	11/6/97
QUANTEGY	R.720816	Italy	7/25/97
QUANTEGY	R.4077542	Japan	10/31/97
QUANTEGY	R.514286	Mexico	11/17/95
QUANTEGY	R.255970	New Zealand	11/6/97
QUANTEGY	R.149754	Russian Federation	1/31/97
QUANTEGY	R.424/19	Saudi Arabia	1/7/98
QUANTEGY	R.369601	South Korea	7/21/97
QUANTEGY	R.1996727	Spain	5/3/96
QUANTEGY	R.312876	Sweden	5/10/96
QUANTEGY	R.434445	Switzerland	1/21/97
QUANTEGY	R.735689	Taiwan	11/16/96
QUANTEGY	R.Kor74660	Thailand	5/23/97
QUANTEGY	R.2045227	United Kingdom	2/14/97
QUANTEGY	A.18344-95	Venezuela	5/9/97

08-26-1999

Docket No.:

025983/0015



101127459

Tab settings

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

1. Name of conveying party(ies):

SEE ATTACHED LIST

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

Additional names(s) of conveying party(ies) ☒ Yes ☐ No

3. Nature of conveyance:

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

Execution Date: AUGUST 16, 1999

2. Name and address of receiving party(ies):

Name: FOOTHILL CAPITAL CORPORATION, as Agent

Internal Address: _____

Street Address: 11111 SANTA MONICA BOULEVARD

City: LOS ANGELES State: CA ZIP: 90025

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

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ N

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers ☒ Yes ☐ No

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

Name: JOSHUA R. BRESSLER

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

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:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

08/25/1999 DC00TES 00000146 500675 75339455

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

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.

JOSHUA R. BRESSLER

Name of Person Signing

Signature

AUGUST 20, 1999

Date

Total number of pages including cover sheet, attachments, and

17

TRADEMARK

REEL: 001998 FRAME: 0302

NAMES OF CONVEYING PARTIES:

1. QUANTEGY MEDIA CORPORATION (Delaware Corporation);
2. QUANTEGY INC. (Alabama Corporation); and
3. QUANTEGY INTERNATIONAL INCORPORATED (Delaware Corporation).

Assignment For Security

(Trademarks)

WHEREAS, QUANTEGY MEDIA CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware, QUANTEGY INC., a corporation duly organized and validly existing under the laws of the State of Alabama and/or QUANTEGY INTERNATIONAL INCORPORATED, a corporation duly organized and validly existing under the laws of the State of Delaware (collectively, the "Assignors") have adopted, used and are using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into that certain AMENDED AND RESTATED SECURITY AGREEMENT dated August 16, 1999 (the "Security Agreement") with FOOTHILL CAPITAL CORPORATION, a California corporation, or its designee as administrative agent for certain lenders (in such capacity, together with its successors in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignors in, to and under the Trademarks, and all trademarks, service marks, trade dress, Internet domain names, d/b/a's, fictitious names and other indicia of origin, and all registrations, applications, renewals and extensions for the foregoing, and all licenses for the foregoing, and all goodwill of the business symbolized thereby and associated therewith for the foregoing, and all proceeds arising from or concerning the foregoing, including without limitation any and all causes of action which may exist by reason of past, present or future violations of the foregoing, all whether now or hereafter owned or acquired by the Assignors (the "Collateral") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized on this 16th day of August 1999.

QUANTEGY MEDIA CORPORATION

By: 

Name: Richard A. Lindenmuth

Title: PRESIDENT

QUANTEGY INC.

By: 

Name: Richard A. Lindenmuth

Title: PRESIDENT

QUANTEGY INTERNATIONAL
INCORPORATED

By: 

Name: Richard A. Lindenmuth

Title: PRESIDENT

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 16th day of August 1999, before me personally came and who, being duly sworn by me, did depose and say that (s)he is the President of QUANTEGY MEDIA CORPORATION, a Delaware corporation, and that (s)he executed the foregoing instrument in the firm name of QUANTEGY MEDIA CORPORATION, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICIA CLAHAR
Notary Public, State of New York
No. 01CL6014366
Qualified in Nassau County
Commission Expires October 13, 2000

Patricia Claha

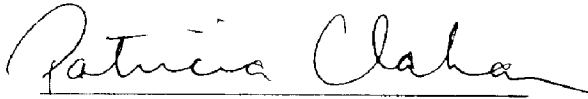
STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 16th day of August 1999, before me personally came and who, being duly sworn by me, did depose and say that (s)he is the President of QUANTEGY INC., an Alabama corporation, and that (s)he executed the foregoing instrument in the firm name of QUANTEGY INC., and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICIA CLAHAR
Notary Public, State of New York
No. 01CL6014366
Qualified in Nassau County
Commission Expires October 13, 2000



STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 16th day of August 1999, before me personally came and who, being duly sworn by me, did depose and say that (s)he is the President of QUANTEGY INTERNATIONAL INCORPORATED, a Delaware corporation, and that (s)he executed the foregoing instrument in the firm name of QUANTEGY INTERNATIONAL INCORPORATED, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICIA CLAHAR
Notary Public, State of New York
No. 01CL6014366
Qualified in Nassau County
Commission Expires October 13, 2000

Patricia Claha

SCHEDULE 1A

TO

ASSIGNMENT FOR SECURITY

(Trademarks and Trademark Applications)

SEE ATTACHED PAGES

LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS

See attached.

ARMC/Quantegy Licenses

8
6
5

<u>WITH/DATE</u>	<u>SUBJECT MATTER</u>	<u>TERM</u>
AGFA-GEVAERT AG (8/26/86)	Stackable winding cores for magnetic tapes. Non-exclusive, worldwide.	Life of Patents (1995)
ENPLAS (FORMERLY DAI-ICHI SEIKO)	Twist-lock spool patents. Non-exclusive, worldwide	Life of Patents (1998) Agreement Terminated 04/24/97
KONISHIROKU PHOTO nka KONICA	Metal particle know-how and patents covering same.	Perpetual
KONICA (12/22/92)	Slot Die Coating	Technology Perpetual
MATSUSHITA ELECTRIC (12/6/83)	Metal Evaporated Tape Know-How and Patents	5 Yr Royalties 10 Yr Confidentiality
SONY (7/11/74)	U-matic Cassettes Amended 7/25/85 Agreement Renewed 03/09/99	Life of Patents

Quantegy Confidential

ARMC/Quantegy Licenses

<u>WITH/DATE</u>	<u>SUBJECT MATTER</u>	<u>TERM</u>
SONY (1/1/78)	Beta Format Cassette Non-exclusive, worldwide (Konishiroku sublicense) Amended 1/31/80 & 2/12/87; Amendment effective 1/1/89	10 Years (Renewable for 10 more years)
SONY (10/19/87)	Betacam & Beta-SP Cassettes Non-exclusive, worldwide	10 Years Renewed 10/19/97 for 10 more years
SONY (8/21/80)	Pal/Secam Beta Format Cassette Non-exclusive, worldwide Amended 2/12/87	10 Years
SONY (3/19/96)	Digital Betacam	10 Years
VICTOR COMPANY OF JAPAN aka JVC (6/6/79)	VHS Video Cassette Non-exclusive, worldwide Amended 6/6/84 & 10/1/90	12/31/95 Renewed til 12/31/2000
VICTOR COMPANY OF JAPAN aka JVC	S-VHS Video Cassette Non-exclusive, worldwide	5 Years, Renewable Automatically Renewed til 12/31/2000

Quantegy Confidential

ARMC/Quantegy Licenses

8
4
7

WITH/DATE

VICTOR COMPANY
OF JAPAN
aka JVC

SUBJECT MATTER

S-VHS Long Play Length

TERM

5 Years, Renewable

Tape Storage Devices

Life of Patents
5 Yr Confidentiality

HEWLETT PACKARD,
IBM CORPORATION,
SEGATE TECH-
NOLOGIES INC.
aka LTO

JOINTLY-OWNED INTELLECTUAL PROPERTY

1 (See Section 2(a))

[SUBJECT TO UPDATE BY THE SECURING PARTIES]

1. License from Konica Corporation to Ampex Corporation, Quantegy Inc. (formerly Ampex Media Recording Corporation) and Quantegy Media Corporation (formerly Ampex Media Corporation) pursuant to a License Agreement dated as of December 22, 1992.
2. Licenses from Minnesota Mining and Manufacturing Company to Quantegy Inc. and Quantegy Europa B.V. pursuant to an Asset Purchase Agreement dated as of July 17, 1996, as the same may be amended from time to time.

Assignment For Security

(Trademarks)

WHEREAS, QUANTEGY MEDIA CORPORATION, a corporation duly organized and validly existing under the laws of the State of Delaware, QUANTEGY INC., a corporation duly organized and validly existing under the laws of the State of Alabama and/or QUANTEGY INTERNATIONAL INCORPORATED, a corporation duly organized and validly existing under the laws of the State of Delaware (collectively, the "Assignors") have adopted, used and are using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into that certain AMENDED AND RESTATED SECURITY AGREEMENT dated August 16, 1999 (the "Security Agreement") with FOOTHILL CAPITAL CORPORATION, a California corporation, or its designee as administrative agent for certain lenders (in such capacity, together with its successors in such capacity, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignors in, to and under the Trademarks, and all trademarks, service marks, trade dress, Internet domain names, d/b/a's, fictitious names and other indicia of origin, and all registrations, applications, renewals and extensions for the foregoing, and all licenses for the foregoing, and all goodwill of the business symbolized thereby and associated therewith for the foregoing, and all proceeds arising from or concerning the foregoing, including without limitation any and all causes of action which may exist by reason of past, present or future violations of the foregoing, all whether now or hereafter owned or acquired by the Assignors (the "Collateral") to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized on this 16th day of August 1999.

QUANTEGY MEDIA CORPORATION

By: 

Name: Richard A. Lindenmuth

Title: President

QUANTEGY INC.

By: 

Name: Richard A. Lindenmuth

Title: President

QUANTEGY INTERNATIONAL
INCORPORATED

By: 

Name: Richard A. Lindenmuth

Title: President

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 16th day of August 1999, before me personally came and who, being duly sworn by me, did depose and say that (s)he is the President of QUANTEGY MEDIA CORPORATION, a Delaware corporation, and that (s)he executed the foregoing instrument in the firm name of QUANTEGY MEDIA CORPORATION, and that (s)he had authority to sign the same, and (s)he acknowledged to me that (s)he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICIA CLAHAR
Notary Public, State of New York
No. 01CL6014366
Qualified in Nassau County
Commission Expires October 13, 2000

Patricia Claha

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

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No. 01CL6014366
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Commission Expires October 13, 2000



STATE OF NEW YORK

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COUNTY OF NEW YORK

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Notary Public, State of New York
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Commission Expires October 13, 2000

Patricia Claha

SCHEDULE 1A

TO

ASSIGNMENT FOR SECURITY

(Trademarks and Trademark Applications)

SEE ATTACHED PAGES