

03-21-2000



101282749

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 #

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

Conveyance Type

☐ Assignment

☐ License

☒ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Merger

Effective Date  
Month Day Year  
11 9 99

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
11 9 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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

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.)

03/23/2000 TTOW11 00000073 1933810

FOR OFFICE USE ONLY

01 FC:481 40.00 DP  
02 FC:482 2550.00 DP

03/27/2000 TTOW11 00000154 1933810

01 FC:482 350.00 DP

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, DC 20231

REEL: 002008 FRAME: 0375

**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

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.

#

**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)**

75/595723		
75/310646		
75/591905		

**Registration Number(s)**

1,933,810	2,036,928	2,126,756
977,683	2,083,197	886,248
1,547,147	2,204,918	891,217

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

Authorization to charge additional fees:

Yes ☐

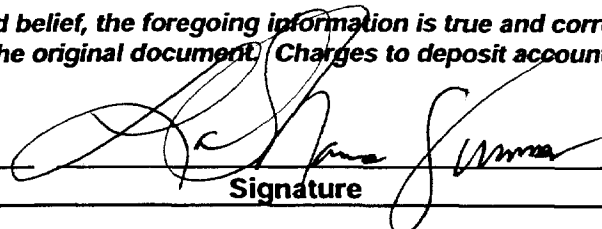
No ☐

**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.

LaShana C. Jimmar

Name of Person Signing



Signature

11/11/99

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

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**Trademark Application Number(s)**

**Registration Number(s)**


1,653,530	2,070,452	1,155,387
1,652,240	1,231,727	1,245,862
1,914,681	1,393,119	1,248,925
1,925,160	1,539,559	1,269,225
1,845,491	1,845,515	1,498,453
1,456,189	1,892,003	1,498,463
2,067,714	781,276	1,501,185

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Trademark Application Number(s)

Registration Number(s)


1,287,001	1,337,635	407,714
1,720,034	1,250,998	672,740
1,715,361	2,073,861	1,256,683
1,921,792	1,661,545	410,894
2,073,860	2,104,429	1,857,590
695,210	1,846,598	164,341
1,150,875	375,392	335,735

RECORDATION FORM COVER SHEET  
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**Registration Number(s)**


373,400	440,742	862,429
380,503	665,969	862,704
382,876	672,435	863,910
403,892	700,146	864,168
404,673	705,555	864,266
419,386	824,906	864,509
421,527	828,809	864,898

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Trademark Application Number(s)

Registration Number(s)


865,603	1,212,303	1,276,668
865,746	1,249,660	1,277,597
866,043	1,255,391	1,306,947
880,592	1,255,832	1,445,065
978,613	1,256,037	1,478,640
1,193,896	1,256,915	1,486,963
1,207,992	1,271,828	1,497,741

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**Trademark Application Number(s)**


**Registration Number(s)**

1,505,981	1,551,738	1,359,046
1,508,111	1,591,746	1,816,755
1,508,400	700,147	1,871,293
1,540,166	1,144,008	1,944,944
1,545,230	1,240,140	1,218,240
1,546,436	1,243,470	1,331,818
1,547,057	1,846,147	

# TRADEMARK COLLATERAL SECURITY AGREEMENT

This TRADEMARK COLLATERAL SECURITY AGREEMENT (this "Agreement"), made as of this 9th day of November, 1999, by ZENITH ELECTRONICS CORPORATION, a Delaware corporation, having its chief executive office at 1000 Milwaukee Avenue, Glenview, Illinois 60025 ("Assignor"), in favor of CITICORP NORTH AMERICA, INC., having an office located at 399 Park Avenue, 6th Floor Zone 4, New York, New York 10043, as Agent (the "Agent", and sometimes herein "Assignee") for the Issuing Bank (the "Issuing Bank") and the Lenders (the "Lenders") party to the Credit Agreement (as hereinafter defined).

## PRELIMINARY STATEMENTS.

(1) Assignor, the Lenders, the Issuing Bank and the Agent have entered into a Credit Agreement dated as of the date hereof (as the same may be amended, extended, restated, supplemented or otherwise modified or refinanced or refunded from time to time, the "Credit Agreement").

(2) It is a condition precedent to the making of the initial Advance and the issuance of the initial Letter of Credit under the Credit Agreement that Assignor shall have granted to the Agent, for its own benefit and the benefit of the Issuing Bank and the Lenders, a security interest in Assignor's assets, including, without limitation, the Trademarks (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the definitions and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are defined in the Credit Agreement shall have the respective meanings set forth in the Credit Agreement unless otherwise defined herein.

2. Grant of Security. To secure the complete and timely payment of all of the Obligations of Assignor now or hereafter existing from time to time, Assignor hereby collaterally assigns and pledges to Assignee, for its own benefit and for the benefit of the Issuing Bank and the Lenders, and hereby grants to Assignee, for its own benefit and for the benefit of the Issuing Bank and the Lenders, a security interest in, Assignor's entire right, title and interest, in the United States and throughout the world, in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(a) all of Assignor's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, trade dress other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of foregoing items being collectively referred to as the "Trademarks"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, whether or not registered, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (including, without limitation, the United States trademark and service mark registrations, and applications for registration, specifically identified in Schedule A attached hereto);

(b) all reissues, extensions, renewals, translations, adaptations, derivations and combinations of any of the items described in the foregoing clause (a);

(c) all Trademark licenses and other agreements providing Assignor with the right to use any of the types of items referred to in the foregoing clauses (a) and (b) (including, without limitation, each Trademark license referred to in Schedule B attached hereto);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in the foregoing clauses (a) and (b);

(e) the right to sue third parties for past, present and future infringements of any Trademark property described in the foregoing clauses (a) or (b) and, to the extent applicable, in the foregoing clause (c); and

(f) all proceeds of, and rights associated with, the foregoing, including any claim by Assignor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or (to the extent applicable and if permitted by applicable law) Trademark license, referred to in the foregoing clause (c), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license, and all rights corresponding thereto throughout the world;

it being understood and agreed that the Collateral hereunder shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Assignor pertaining to common law and statutory trademarks, service marks, trade names, trademark and service

mark registrations, applications for trademark or service mark registrations and any other indicia of origin presently or in the future owned or used by third parties, but in the case of third parties which are not Subsidiaries of Assignor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties.

3. Inspection Rights. Assignor hereby grants to Assignee and all employees, representatives and agents the right to visit Assignor and any of its Subsidiaries' or subcontractor's plants and facilities which manufacture, inspect or store products or provide services (or which have done so during the prior six-month period) sold under any of the Trademarks, and to inspect the products of and services and quality control records relating thereto upon reasonable notice to Assignor and as often as may be reasonably requested.

4. Representations and Warranties. Assignor covenants and warrants as follows:

(a) A true and complete list of all United States trademark and service mark registrations and applications for registration (the "U.S. Registrations") owned or held by Assignor, in whole or in part, in conducting its business is set forth in Schedule A hereto, which Schedule may be supplemented and amended from time to time.

(b) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, and Assignor is not aware of any claim by any third party that the Trademarks are invalid or unenforceable.

(c) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(d) No claim has been made that the practice of any of the Trademarks does or may violate the rights of any third person.

(e) Assignor is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge or encumbrance, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons, except for (i) the security interest and assignment created by this Agreement, (ii) Permitted Liens and (iii) the licenses set forth on Schedule B attached hereto. No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Assignee relating to this Agreement or in favor of LGE in connection with the LGE Exit Facility.

(f) This Agreement shall create in favor of Assignee a valid and perfected first priority security interest in the Collateral upon making the filings referred to in clause (g) below.

(g) Except for the filing of Uniform Commercial Code financing statements with the Secretary of State of the State of Illinois and filings with the United States Patent and Trademark Office, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor or (ii) for the perfection of or the exercise by Assignee of its rights and remedies hereunder to the U.S. Registrations.

(h) The chief executive office of Assignor is located at the address set forth above for Assignor.

(i) None of Assignor's Affiliates or Subsidiaries has any right, title or interest in any Trademarks (except for the junior and subordinate security interest of LGE securing the LGE Exit Facility).

5. New Trademarks and Applications. If, during the term of the Credit Agreement, Assignor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. With respect to any new U.S. Registrations, Assignor shall give to Assignee prompt notice thereof in writing.

6. Assignor's Covenants. On a continuing basis, Assignor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments, including, without limitation, appropriate financing and continuation statements and security agreements, and take all such action as may reasonably be deemed necessary or advisable by Assignee to carry out the intent and purposes of this Agreement, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral. Without limiting the generality of the foregoing sentence, Assignor (i) shall not enter into any agreement which would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent (which consent shall not be unreasonably withheld); (ii) upon the written request of Assignee, shall use reasonable efforts to obtain any necessary consents of third parties to the grant or perfection of a security interest to Assignee with respect to the Collateral; (iii) authorizes Assignee in its sole discretion to modify this Agreement without first obtaining Assignor's approval of or signature to such modification by amending Schedule A hereof to include a reference to any right, title or interest in any existing U.S. Registration and any U.S. Registration acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any U.S. Registration in which Assignor no longer has or claims any right, title

or interest; (iv) shall, from time to time upon Assignee's reasonable request, cause its books and records to be marked with such legends or segregated in such manner as Assignee may reasonably specify, and take or cause to be taken such other action and adopt such procedures as Assignee may reasonably specify to give notice of or to perfect the security interest in the Collateral intended to be created hereby; (v) shall at all times keep at least one complete set of its records concerning substantially all of the Trademarks at its chief executive office as set forth above and shall not change the location of its chief executive office or such records without giving Assignee at least thirty (30) days' prior written notice thereof; (vi) shall promptly, following its becoming aware thereof, notify Assignee of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office or any United States or foreign court regarding Assignor's claim of ownership or Assignee's security interest in any of the Collateral; (vii) concurrently with the filing of an application for registration of any Trademark, shall execute, deliver and record in all places where this Agreement is recorded an appropriate Trademark Collateral Security Agreement, substantially in the form hereof, with appropriate insertions to the extent of its interest therein; (viii) shall not permit the inclusion in any contract to which it becomes a party of any provisions which would impair or prevent the creation of a security interest in Assignor's rights and interest acquired under such contracts in any property included within the definition of the Collateral; (ix) shall properly maintain and care for the Collateral; (x) shall not grant any security interest in any Collateral except in the name of Assignee or as otherwise permitted under the Credit Agreement; (xi) except as permitted under the Credit Agreement, shall not sell or contract for sale or otherwise dispose of any Collateral; (xii) upon any officer of Assignor obtaining knowledge thereof, shall promptly notify Assignee of any event which materially adversely affects the value of any Collateral, the ability of Assignor or Assignee to dispose of any of the Trademarks or the rights and remedies of Assignee in relation thereto including, without limitation, the levy of any legal process against any of the Collateral; (xiii) until Assignee exercises its rights to make collection, shall diligently keep reasonable records respecting the Collateral; (xiv) shall promptly notify Assignee of any suspected material infringement of any of the Trademarks by any third party and of all steps, including the commencement and course of litigation, taken to remedy such infringement; and (xv) shall use proper statutory notice in conjunction with each of the U.S. Registrations.

7. Amounts Payable in Respect of the Trademarks. Except as otherwise provided in this Section 7 or in the Credit Agreement, Assignor shall continue to collect, at its own expense, all amounts due or to become due to Assignor in respect of the Trademarks. Upon the occurrence of and during the continuance of an Event of Default, Assignee is hereby given full power and authority, without notice or demand, (i) to notify any and all obligors of Assignor with respect to any Trademark obligation which Assignor, except for the execution hereof, could ask for, and (ii) to demand, take, collect, sue for and receive for its own use all amounts due or to become due Assignor in respect of the Trademarks, and in connection therewith to enforce all rights and remedies with respect to any Trademark which

Assignor could enforce if this Agreement had not been made; and Assignor hereby ratifies any action which Assignee shall lawfully take to enforce Assignee's rights hereunder. Whether or not Assignee shall have so notified any obligors, Assignor shall at its expense render all reasonable assistance to Assignee in enforcing claims against such obligors.

8. Trademark Applications, Renewal and Litigation. Assignor shall have the duty to prosecute diligently any application for trademark registration of the U.S. Registrations specifically identified in Schedule A attached hereto pending as of the date of this Agreement or thereafter during the term of the Credit Agreement, to make U.S. application on any existing or future unregistered but registrable Trademark (except those having negligible commercial value) and to preserve, renew and maintain all Trademarks as to which a security interest has been granted pursuant to this Agreement. Any expenses incurred in connection with such an application, or in protecting, maintaining or preserving the Trademarks, shall be borne by Assignor. Assignor shall have the right and obligation to commence and diligently prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, or other damage or opposition or cancellation proceedings as are reasonable to protect any of the Trademarks. However, no such suit, proceeding or other action shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

9. Certain Remedies. If any Event of Default shall have occurred and be continuing:

(a) Assignee may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or in the Loan Documents or otherwise available to it, all the rights and remedies of a secured party in default under the UCC in effect in the State of New York at that time (whether or not the UCC applies to the affected Collateral) and also may (i) require Assignor to, and Assignor hereby agrees that it shall at its own expense and upon request of Assignee, forthwith assemble all or part of the Collateral as directed by Assignee and make it available to Assignee at a place to be designated by Assignee which is reasonably convenient to both parties; (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Assignee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Assignee may deem commercially reasonable; (iii) occupy any premises owned or leased by Assignor where the Collateral or any part thereof is located for a reasonable period in order to effectuate its rights and remedies hereunder or under law, without obligation to Assignor in respect of such occupation; and (iv) exercise any and all rights and remedies of Assignor under or in connection with the contracts related to Collateral or otherwise in respect of the Collateral.

including, without limitation, any and all rights of Assignor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts. Assignor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' written notice to Assignor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Assignee shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Assignee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Assignee as Collateral and all cash proceeds received by Assignee in respect of any sale of, collection from or other realization upon all or any part of the Collateral may, in the discretion of Assignee, be held by Assignee as collateral for, and then, or at any time thereafter, applied in whole or in part by Assignee against all or any part of the Obligations of Assignor in such order as is provided in Section 2.11 of the Credit Agreement. Any surplus of such cash or cash proceeds held by Assignee and remaining after payment in full of all such Obligations shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive such surplus.

10. Power of Attorney. Assignor hereby authorizes and empowers Assignee, upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Assignee as Assignor's true and lawful attorney-in-fact, with power (i) to endorse Assignor's name on all applications, documents, papers and instruments necessary for Assignee in the use or maintenance of the Collateral, (ii) to take any other actions with respect to the Collateral, including, without limitation, commencement or continuation of any litigation or administrative proceeding as Assignee deems in its best interest and in the best interest of the Issuing Bank and the Lenders, (iii) to grant or issue on terms which Assignee in its reasonable judgment deems commercially reasonable an exclusive or non-exclusive license to the Trademarks to anyone (but in the case of Trademark licenses in existence on the Agreement Date, only to the extent permitted by such Trademark licenses), or (iv) to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone on terms which Assignee in its reasonable judgment deems commercially reasonable.

11. Amendments, etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by Assignor herefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given, except as provided in Section 6, in which case the writing need only be signed by Assignee.

12. Address for Notices. All notices and other communications to any party provided for hereunder shall be in writing (including telecommunications) and shall be given in the form and manner, and shall be effective, as provided in Section 10.1 of the Credit Agreement.

13. Continuing Security Interest; Transfers by Lenders.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the indefeasible payment in full of the Obligations and the termination of the Credit Agreement, (ii) be binding upon Assignor, its successors and assigns and (iii) inure to the benefit of Assignee, the Issuing Bank, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), any Lender may assign or otherwise transfer any Obligations held by it, and such other benefits in respect thereof granted to Assignee herein or otherwise, to any other Person, subject, however, to the provisions of Section 10.5 of the Credit Agreement. Upon payment in full of the Obligations and the termination of the Credit Agreement, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Assignor, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Credit Agreement. Upon any such termination, Assignee shall, at Assignor's expense, execute and deliver to Assignor such documents as Assignor shall reasonably request to evidence such termination.

(b) The Collateral shall be subject to release from time to time in accordance with Section 9.15 of the Credit Agreement (the "Released Collateral"). The Liens under this Agreement shall terminate with respect to the Released Collateral upon such sale, transfer, assignment, disposition or release, and upon the request of the Assignor, the Assignee shall execute and deliver such instrument or document as may be necessary to release the Liens granted hereunder; provided, however, that (i) the Assignee shall not be required to execute any such documents on terms which, in the Assignee's opinion, would expose the Assignee to liability and (ii) such release shall not in any manner discharge, affect or impair the Obligations of Assignor or any Liens on (or obligations of the Assignor in respect of) all interests retained by the Assignor, including without limitation, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

14. Cumulative Remedies; Effect on Credit Agreement. All of Assignee's rights and remedies with respect to the Collateral, 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 hereby acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee.

the Issuing Bank or the Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

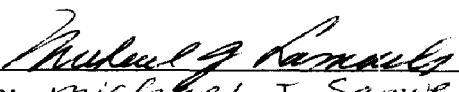
15. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

16. Severability. Any provision of this Assignment which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

17. Governing Law. THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

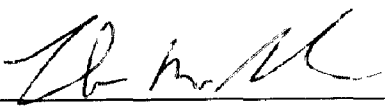
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunder duly authorized, as of the date first above written.

ZENITH ELECTRONICS CORPORATION

By:   
Name: Michael J. Samuels  
Title: Treasurer

Agreed and Accepted as of  
this 9<sup>th</sup> day of November 1999.

CITICORP NORTH AMERICA, INC., as Agent and  
Assignee

By:   
Name: THOMAS M. HALSCH  
Title: VICE PRESIDENT

STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

The foregoing Trademark Collateral Security Agreement was executed and acknowledged before me this 2nd day of November, 1999, by Michael J. Samuels, personally known to me to be the Treasurer of Zenith Electronics Corporation, a Delaware corporation, on behalf of such corporation.

(SEAL)

Joan Istrate

Notary Public

My Commission expires:



STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

The foregoing Trademark Collateral Security Agreement was executed and acknowledged before me this 2nd day of November 1999, by Thomas M. Hulsch, personally known to me to be the Vice President of Citicorp North America, Inc., on behalf of such corporation.

(SEAL)  
Joan Istrate  
Notary Public  
My Commission expires:



**Schedule B**  
**Trademark Licenses**

See attached

## ZENITH LICENSES

Patent Description Tuner	Licensee
	Pioneer(USA)
	JVC(US)
	Technol Ace
	Toshiba Corp
	Proton
	Samsung
	Samsung
	Sanyo Mfg (US)
	Sharp Corp
	Aiwa
	Mitsubishi Electric
	Sony Corp (Japan)
	Orion
	Funai
	Sony Elec. (US)
	Sanyo Jaya (Indones)
	Shintom
	Daewoo
	Korea Electronics
	Sharp Mfg of America
	LGE Alabama
	Aiwa
	Funai
	LG Electronics
	Matsushita Ele.Ind.
	Mitsubishi Ele. Corp.
	Orion
	PT Kotobuki
	Samsung
	Samsung
	Sanyo Mfg.
	PT Sanyo Jaya (Indo)
	Sharp Corp.
	Sharp Mfg.
	Shintom
	Victor
	Samsung
	JVC Ind.
	American Kotobuki
	Pioneer (US)
	Matsushita (US)
	Technol Ace
	Pioneer (US)
	Technol Ace
	Sanyo Mfg. (US)
	Toshiba Corp.
	Aiwa
	Funai

LGE  
 Mitsubishi Electric  
 Orion  
 Samsung  
 Samsung  
 Sanyo Jaya Comp  
 Sharp Corp  
 Shintom  
 LGE  
 Sharp Mfg.  
 Daewoo  
 Korea Elec.  
 Daewoo  
 Proton  
 LGE  
 Pioneer  
 Technol Ace  
 Sharp Mfg.  
 Proton  
 Aiwa  
 Funai  
 Matsushita  
 Mitsubishi  
 Orion  
 Samsung  
 Sharp Corp  
 Shintom  
 Victor of Japan  
  
 PT Kotobuki  
 Sony  
 LGE  
 US JVC  
 US JVC  
 Am Kotokubi  
 Sanyo Mfg.  
 Samsung  
 ???

Description	Licensee
Other Patent	EloTouch
	Curbell
	Medtek
	Crest

Trademark	Licensee
	Circuit City
	SDI
	LGE
	LGE Canada
	Sears
	Woods

Total

T.Mark Total

Patent TTL

**Schedule A**  
**Trademark and Service Mark Registrations and Applications**

See attached

Zenith Electronics Corporation  
Current Domestic Trademarks

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE
ACCUTINT	74/444,739	1,933,810	10/6/93	11/7/95
ALLEGRO	72/439,926	977,683	10/31/72	1/29/74
				Renewed 1/29/94
ALLEGRO	736859	1,547,147	6/27/88	7/11/89
ALLEGRO	75/046,587	2,036,928	1/22/96	2/11/97
ALLEGRO	75/046,772	2,083,197	1/22/96	7/29/97
ALLEGRO Stylized	75/241,533	2,204,918	2/13/97	11/24/98
APF	75/134,252	2,126,756	7/15/96	1/6/98
CHROMACOLOR	72/327,336	886,248	5/15/69	2/17/70
				Renewed 11/27/89
CHROMACOLOR	72/338,733	891,217	9/24/69	5/17/70Renewed 5/7/90
DESIGN (SATELLITE)	74/081,951	1,653,530	7/25/90	8/13/91
DISCOVER SATELLITE TELEVISION	74/081,194	1,652,240	7/23/90	7/30/91
ERGONOMIC DESIGN AND DESIGN	74/542,703	1,914,681	6/24/94	8/29/95
FAXAIDE	74/524,869	1,925,160	5/16/94	10/10/95
HOME CAM	75/595723		11/25/98	
HOME WORKS	74/437,831	1,845,491	9/20/93	7/19/94
INTEQ	484841	1,456,189	6/12/84	9/8/87
INTEQ	74/678,444	2,067,714	5/22/95	6/3/97
INTEQ	74/687,600	2,070,452	6/7/95	6/10/97
MICROMAX	337373	1,231,727	11/16/81	3/22/83
PHONEVISION	563386	1,393,119	10/15/85	5/13/86
PROCARE	704922	1,539,559	1/11/88	5/16/89
PRONIC	74/443,705	1,845,515	10/4/93	7/19/94
PROSELECT	74/442,623	1,892,003	9/24/93	5/2/95
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	159795	781,276	12/26/62	12/8/64
				Renewed 12/8/84
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	202313	1,155,387	2/1/79	5/26/81
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	364267	1,245,862	5/12/82	7/19/83
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	363708	1,248,925	5/10/82	8/23/83
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	363709	1,269,225	5/10/82	3/6/84
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	698306	1,498,453	11/30/87	8/2/88
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	699280	1,498,463	12/7/87	8/2/88
QUALITY GOES IN BEFORE THE NAME GOES ON, THE	705944	1,501,185	1/25/88	8/23/88
REDI-PLUG	433025	1,287,001	7/1/83	7/24/84

Zenith Electronics Corporation  
Current Domestic Trademarks

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE
SENTRY 2	74/237,866	1,720,034	1/15/92	9/29/92
SEQ	74/237,865	1,715,361	1/15/92	9/15/92
SILENT SALESMAN	74/585,803	1,921,792	10/14/94	9/26/95
SOUNDRITE	75/134,412	2,073,860	7/15/96	6/24/97
SPACE COMMAND	24388	695,210	2/13/57	3/29/60Renewed 3/29/80
SPACE COMMAND	197914	1,150,875	4/2/79	4/14/81
SPACE COMMAND	482814	1,337,635	5/30/84	5/28/85
SPACE PHONE	320017	1,250,998	7/20/81	9/13/83
SURF'S UP	75/134,421	2,073,861	7/15/96	5/24/97
SYSTEM 3	74/113,280	1,661,545	11/6/90	10/22/91
THEATER SURROUND	75/134,253	2,104,429	7/15/96	10/7/97
VSB43Mb and design	75/591905		11/19/98	
WATCH US	74/414,608	1,846,598	7/19/93	7/26/94
WAVEMAGNET	413463	375,392	12/3/38	2/20/40Renewed 2/20/60Renewed 2/20/80
Z AND DESIGN	466967	407,714	1/28/44	6/20/44Renewed 6/20/64Renewed 6/20/84
Z AND DESIGN	045233	672,740	2/3/58	1/20/59 Renewed 1/20/79
Z AND DESIGN	362824	1,256,683	5/3/82	11/8/83
Z STYLIZED	466965	410,894	1/28/44	12/26/44Renewed 12/26/64Renewed 12/26/84
Z12C	75/310646		6/17/97	
ZEC	74/463,577	1,857,590	11/29/93	10/11/94
ZENITH	New Application		8/23/99	
ZENITH	162805	164,341	4/24/22	2/20/23Renewed 2/20/43Renewed 2/20/63Renewed 2/20/83
ZENITH	374953	335,735	2/17/36	6/16/36Renewed 6/16/56Renewed 6/16/76Renewed 6/16/96
ZENITH	422164	373,400	7/31/39	12/5/39Renewed 12/5/59Renewed 12/5/79
ZENITH	431099	380,503	4/22/40	8/20/40Renewed 8/20/60Renewed 8/20/80

Zenith Electronics Corporation  
Current Domestic Trademarks

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE
ZENITH	433844	382,876	7/10/40	11/12/40 Renewed 11/12/60 Renewed 11/12/80
ZENITH	461404	403,892	6/14/43	10/19/43 Renewed 10/19/63 Renewed 10/19/83
ZENITH	461403	404,673	6/14/43	12/14/43 Renewed 12/14/63 Renewed 12/14/83
ZENITH	486443	419,386	7/28/45	2/12/46 Renewed 2/12/66 Renewed 2/12/86
ZENITH	488558	421,527	9/15/45	6/4/46 Renewed 6/4/66 Renewed 6/4/86
ZENITH	525740	440,742	7/2/47	9/21/48 Renewed 9/21/68 Renewed 9/21/88
ZENITH	34,881 34,880 34,882	665,969	8/2/57	8/19/58 Renewed 8/19/78 Renewed 8/19/98
ZENITH	46263	672,435	2/20/58	1/13/59 Renewed 1/13/79 Renewed 1/13/99
ZENITH	88122	700,146	12/28/59	6/28/60 Renewed 6/28/80
ZENITH	94216	705,555	4/1/60	10/11/60 Renewed 10/11/80
ZENITH	226963	824,906	9/1/65	2/28/67 Renewed 2/28/87
ZENITH	245038	828,809	5/5/66	5/16/67 Renewed 5/16/87
ZENITH	271001	862,429	5/8/67	12/24/68 Renewed 12/24/88
ZENITH	271007	862,704	5/8/67	12/31/68 Renewed 12/31/88

Zenith Electronics Corporation  
Current Domestic Trademarks

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE
ZENITH	269593	863,910	4/19/67	1/21/69 Renewed 1/21/89
ZENITH	271006	864,168	5/8/67	1/28/69 Renewed 1/28/89
ZENITH	296606	864,266	4/58/68	1/28/69 Renewed 1/28/89
ZENITH	271004	864,509	5/8/67	2/4/69 Renewed 2/4/89
ZENITH	271005	864,898	5/8/67	2/18/69 Renewed 2/18/89
ZENITH	269591	865,603	4/19/67	3/4/69 Renewed 3/4/89
ZENITH	269592	865,746	4/19/67	3/4/69 Renewed 3/4/89
ZENITH	269595	866,043	4/19/67	3/11/69 Renewed 3/11/89
ZENITH	271003	880,592	5/8/67	11/11/69 Renewed 11/11/89
ZENITH	72/440,428	978,613	11/6/72	2/12/74 Renewed 2/12/94
ZENITH	206728	1,193,896	3/9/79	4/20/82
ZENITH	306649	1,207,992	4/20/81	9/14/82
ZENITH	338576	1,212,303	11/23/81	10/12/82
ZENITH	363710	1,249,660	5/10/82	8/30/83
ZENITH	364263	1,255,391	5/12/82	10/25/83
ZENITH	316661	1,255,882	6/26/81	11/1/83
ZENITH	364262	1,256,037	5/12/82	11/1/83
ZENITH	364266	1,256,915	5/12/82	11/8/83
ZENITH	364264	1,271,828	5/12/82	3/27/84
ZENITH	369244	1,276,668	6/11/82	5/8/84
ZENITH	369246	1,277,597	6/11/82	5/15/84
ZENITH	364265	1,306,947	5/12/82	11/27/84
ZENITH	587666	1,445,065	2/18/86	6/30/87
ZENITH	669947	1,478,640	7/6/87	3/1/88
ZENITH	616254	1,486,963	8/22/86	5/3/88
ZENITH	697367	1,497,741	11/23/87	7/26/88
ZENITH	715728	1,505,981	3/9/88	9/27/88
ZENITH	719163	1,508,111	3/28/88	10/11/88
ZENITH	718592	1,508,400	3/25/88	10/11/88
ZENITH	723270	1,540,166	4/8/88	5/23/89
ZENITH	756855	1,545,230	10/11/88	6/27/89
ZENITH	718718	1,546,436	3/25/88	7/4/89
ZENITH	715456	1,547,057	3/9/88	7/11/89
ZENITH	765482	1,551,738	11/25/88	8/15/89
ZENITH	765821	1,591,746	11/25/88	4/17/90

Zenith Electronics Corporation  
Current Domestic Trademarks

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE
ZENITH AND DESIGN	88123	700,147	12/58/59	6/28/60 Renewed 6/28/80
ZENITH AND DESIGN	206729	1,144,008	3/9/79	12/23/80
ZENITH DATA SYSTEMS	372140	1,240,140	6/28/82	5/31/83
ZENITH DATA SYSTEMS	372120	1,243,470	6/28/82	6/28/83
ZENITH OFFICE EXCHANGE	74/299,777	1,846,147	7/31/92	7/19/94
ZENITH STYLIZED	527914	1,359,046	3/18/85	9/10/85
ZENITH/INTEQ	74/386,775	1,816,755	5/5/93	1/18/94
ZENITH/INTEQ	74/460,502	1,871,293	11/19/93	1/3/95
ZENITH/INTEQ	74/475,267	1,944,944	1/3/93	1/2/96
Z-TAC	338785	1,218,240	11/24/81	11/30/82
Z-VIEW	487017	1,331,818	6/25/84	4/23/85