

04-20-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

3-23-00

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

Change of Name

Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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FOR OFFICE USE ONLY

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

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: 002054 FRAME: 0965

**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)			Registration Number(s)		
<input type="text" value="74/324.339"/>	<input type="text" value="74/372.233"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.*

Wahei Saito W. Saito 2/9/00  
Name of Person Signing Signature Date Signed

UNRECORDED	CHECKED	MADE
		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 1, 1996, between FUTURETEL, INC. , a Delaware corporation (the "Grantor") and THE FUJI BANK, LTD. (the "Bank");

W I T N E S S E T H:

WHEREAS, the Bank has entered into a Term Loan Agreement dated March 31, 1994 (as it may be amended, or otherwise modified from time to time, the "Loan Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) with the Grantor;

WHEREAS, the obligations of the Grantor under the Loan Agreement are secured pursuant to a General Security Agreement, dated January 12, 1994, between the Bank and the Grantor (as it may be amended, or otherwise modified from time to time, the "Security Agreement") and an Assignment and Security Agreement, dated as of January 14, 1994, made by the Grantor to the Bank (as it may be amended, or otherwise modified from time to time, the "Assignment");

WHEREAS, pursuant to the Assignment, the Grantor assigned and granted to the Bank a security interest in all of the Grantor's right, title and interest in and to a License Agreement, made September 22, 1993, by and between Intelligent Instruments Corporation, a Florida corporation ("IIC") and the Grantor (as it may be amended, or otherwise modified from time to time, the "IIC License Agreement");

WHEREAS, the Grantor has proposed to terminate the IIC License Agreement and in lieu thereof receive an assignment from IIC of the intellectual property rights subject to the IIC License Agreement (the "IIC Assignment");

WHEREAS, under the terms of the Assignment, the Grantor is not permitted to terminate the IIC License Agreement without the consent of the Bank and therefore the Grantor has requested that the Bank consent to the termination of the IIC License Agreement.

WHEREAS, the Bank is willing to consent to the termination of the IIC License Agreement and the Assignment, provided that the IIC Assignment occur concurrently therewith, and provided further that the Grantor enter into this Agreement with the Bank.

NOW, THEREFORE, in consideration of the premises set forth herein and in order to induce the Bank to consent to the termination of the IIC License Agreement and the Assignment, the Grantor agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Bank, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, 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 those referred to in Item A of Attachment 1 hereto, and all reissues, extensions or renewals thereof;

(b) all Trademark licenses and other agreements providing the Grantor with the right to use any items of the type referred to in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds, products and accessions of and to all of the foregoing and all proceeds of insurance on any and all of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations, the Bank shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. etc. This Agreement is a Loan Document (as defined in the Loan Agreement) executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*This space intentionally left blank*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FUTURETEL, INC.

By: Masato Hata  
Name: MASATO HATA  
Title: President



THE FUJI BANK, LTD.

By: Kazuo Kamio  
Name: Kazuo Kamio  
Title: General Manager

SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT

Trademark Applications

1. TeleMux, application no. 74/324.339 (filed 10/20/92)
2. TBT Tagged Buffer Transport, application no. 74/372.233 (filed 03/26/93)

# ASSIGNMENT OF TRADEMARK SECURITY INTEREST

This Assignment of Trademark Security Interest is entered into as of 2/9/00, ~~1999~~, by and between THE FUJI BANK, LIMITED ("Assignor") and JAPAN TOBACCO INC., a Japanese corporation ("Assignee"), with reference to the following facts:

A. Futuaretel, Inc., a Florida corporation, and Assignor entered into that certain Trademark Security Agreement dated as of July 1, 1996 recorded in the United States Patent and Trademark Office on July 3, 1996 at Reel 1481, Frame 0805 ("Security Agreement"), a complete and correct copy of which is attached hereto;


B. Assignor has agreed to assign all of its right, title and interest in and to the Security Agreement to Assignee pursuant to that Assignment and Assumption Agreement of even date herewith ("Assignment Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:


Assignment. Pursuant to the terms and conditions of the Assignment Agreement, Assignor assigns to Assignee, WITHOUT RECOURSE, all of Assignor's right, title and interest in and to the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed as of the date first written above.

THE FUJI BANK, LIMITED,  
acting through its Los Angeles Agency

By:   
Name: Hiroshi Noto  
Title: Joint General Manager

JAPAN TOBACCO INC.,  
a Japanese corporation

By:   
Name: Wahei Saito  
Title: Vice President

Attachment: Copy of Trademark Security Agreement

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