

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/AKA/TA
 - 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

04/20/2000 JSHABAZZ 00000169 74324339

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: 0973

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

Name of Person Signing

W. Saito

Signature

2/9/00

Date Signed



1/7



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 DAI-ICHI KANGYO BANK, LIMITED (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 Security Agreement, dated March 31, 1994, between the Bank and the Grantor (as it may be amended, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor 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 Security Agreement, 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, 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, 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 Schedule 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 DAI-ICHI KANGYO BANK, LIMITED

By: Takashi
Name:
Title: General Agent

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 DAI-ICHI KANGYO BANK, LTD. ("Assignor") and JAPAN TOBACCO INC., a Japanese corporation ("Assignee"), with reference to the following facts:

A. Futuretel, 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 8074, Frame 0544 ("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 DAI-ICHI KANGYO BANK, LTD.,
acting through its Los Angeles Agency

By: [Signature]
Name: _____
Title: _____

JAPAN TOBACCO INC.,
a Japanese corporation

By: W. Saito
Name: Wabeï Saito
Title: Vice President

Attachment: Copy of Trademark Security Agreement

211/73882.01
071599/1500/17432.00129

TRADEMARK
REEL: 002054 FRAME: 0980



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 05, 1996

PTAS



100234336A

SHEARMAN & STERLING
BRIAN R. SWANSON
555 CALIFORNIA STREET, SUITE 2000
SAN FRANCISCO, CALIFORNIA 94104

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/03/1996

REEL/FRAME: 1481/0819
NUMBER OF PAGES: 6

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
FUTURETEL, INC.

DOC DATE: 07/01/1996
CITIZENSHIP:
ENTITY: CORPORATION

ASSIGNEE:
DAI-ICHI KANGYO BANK LIMITED, THE
101 CALIFORNIA STREET, SUITE 4000
SAN FRANCISCO, CALIFORNIA 94111

CITIZENSHIP:
ENTITY: CORPORATION

APPLICATION NUMBER: 74324339
REGISTRATION NUMBER: 1881230

FILING DATE: 10/20/1992
ISSUE DATE: 02/28/1995

MARK: TELEMUX
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74372233
REGISTRATION NUMBER:

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

TRADEMARK
REEL: 002054 FRAME: 0981

DOROTHY RILEY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS