

03-07-2001



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2/10/01

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name

Formerly

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

ASSIGNMENT SERVICES DIVISION
2001 MAR 7 AM 9 56
RECEIVED

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.)

FOR OFFICE USE ONLY

03/07/2001 GTON11 00000146 75342085

01 FC:481 40.00 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

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

281-488-8484

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="75/342085"/>	<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"/>	<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):

\$

40.00

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:

#

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.

Connie J. Jones

Name of Person Signing

Connie J. Jones

Signature

3/6/01

Date Signed

NOTICE OF SECURITY AGREEMENT

NOTICE dated as of March 5, 2001, of certain security interests in certain intellectual property as set forth in a Security Agreement made by uniView Technologies Corporation, a Texas corporation, having an address at 17300 North Dallas Parkway, Suite 2050, Dallas, Texas 75248 ("Debtor") and Sagemark Capital, LP, whose address is 700 Gemini, Suite 104, Houston, Texas 77058 ("Sagemark"), pursuant to a Loan Agreement dated as December 8, 2000, between Debtor and Secured Parties (as may be modified or amended from time to time, the "Investment Agreement"). Such Security Agreement, as may be modified or amended from time to time, is referred to as the "Security Agreement" and Sagemark together with their successors and assigns, are collectively referred to as "Secured Parties".

WHEREAS, Debtor is the owner of certain intellectual property collateral (the "Listed Intellectual Property Collateral") as listed in Schedules A, B and/or C hereto; and

WHEREAS, Secured Parties have agreed to make certain loans to Debtor pursuant to the Loan Agreement on the condition that the Debtor pledge and grant to Secured Parties as collateral for Liabilities (as defined in the Security Agreement) a security interest and lien in and on "IP Collateral", together with all other related claims and rights, including but not limited to associated goodwill, as more fully set forth in the Security Agreement.

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Liabilities, Debtor hereby pledges, grants and collaterally assigns to Secured Parties a security interest in and to all rights, title and interest in and to the aforesaid IP Collateral, including but not limited to the Listed Intellectual Property, and gives notice of such interest and the existence of the Security Agreement providing therefore.

Executed as of the first date set forth above.

uniView Technologies Corporation



By: Leslie Leland

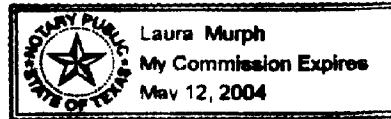
Its: President

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 5th day of March, 2001, personally appeared **Leslie Leland** to me known personally, and who, being first by me duly sworn, depose and say that she is the President of uniView Technologies Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that they acknowledged said instrument to be the free act and deed of said corporation.

Laura Murph
Notary Public

My commission expires: May 12, 2004



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EXHIBIT "A"
to Notice of Security Agreement

COPYRIGHT COLLATERAL

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT (IF DIFFERENT FROM DEBTOR)	DATE AND RECORDATION NUMBER OF IP AGREEMENT TO OWNER OF DEBTOR (IF ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM DEBTOR)
		NONE		

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EXHIBIT "B"
to Notice of Security Agreement

PATENT COLLATERAL

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
		NONE			

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EXHIBIT "C"

to Notice of Security Agreement

TRADEMARK COLLATERAL

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Curtis Mathes	USA	75/342085	2189394	Registered 9/15/1998

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RE: Recordation Form Cover Sheet, Patents Only

Recordation of Security Interest of Notice of Security Agreement b/w

Sugarmark Capital and UniView Technologies Corporation
dated 3/6/01

"EXPRESS MAIL" MAILING LABEL NUMBER:

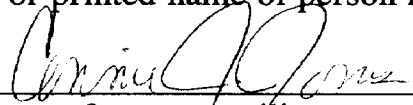
Fed-Ex # 8255 5814 8860
Acct. # 2249-5414-0

DATE OF DEPOSIT: March 6, 2001

I HEREBY CERTIFY THAT THIS PAPER OR FEE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE "EXPRESS MAIL POST OFFICE TO ADDRESSEE" UNDER 37 CFR 1.10 ON THE DATE INDICATED ABOVE AND IS ADDRESSED TO THE COMMISSIONER OF PATENTS AND TRADEMARKS, BOX ASSIGNMENTS, WASHINGTON, DC 20231.

Connie J. Jones

(typed or printed name of person mailing paper or fee)



(signature of person mailing paper or fee)

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TRADEMARK
REEL: 002245 FRAME: 0408

TRADEMARK SECURITY AGREEMENT

The undersigned, uniView Technologies Corporation, a Texas corporation ("Company"), having its offices at 17300 North Dallas Parkway, Suite 2050, Dallas, Texas 75248 for value received, hereby grants unto the undersigned "Creditor" a security interest in the Curtis Mathes trademark owned by the Company, along with the goodwill of Company's business connected with and symbolized by the above-mentioned trademark, trade name and package or trade dress.

The assets indicated in the above paragraph are collectively called the "Collateral." This security agreement also applies to the proceeds of such Collateral. Provided, however, that nothing herein contained shall relieve the Company from the performance of any covenant, agreement or obligation on the Company's part to be performed under any license or franchise agreement presently in effect or hereafter entered into by the Company licensing the use of the Collateral or any part thereof or from any liability to any licensee under any such license or franchise agreement or other party or impose any liability on Creditor for the acts or omissions of the Company in connection with any such license or license agreement.

1. **INDEBTEDNESS SECURED:** This Agreement (and other similar agreements) secures the Company's obligations ("Obligations") under certain 14% Promissory Notes dated as of December 8, 2000, as the same may be amended, modified or supplemented from time to time, executed by the Company, and delivered to certain Purchasers of the Company's securities pursuant to a 2000 Securities Purchase Agreement dated as of December 8, 2000, of which Creditor herein is one. All rights of the Creditor granted in this Agreement are pari passu with the rights of the holders of all other 14% Promissory Notes issued by the Company pursuant to that certain 2000 Securities Purchase Agreement, dated as of December 8, 2000, by and among the Company and the Purchasers named therein (as amended, supplemented, restated or otherwise modified from time to time, the "Purchase Agreement"). This Agreement shall continue in full force and effect until terminated in accordance with the provisions of paragraph 9 hereof.

2. **REPRESENTATION AND WARRANTIES:** The Company hereby represents and warrants that, except for the security interest granted to Creditor hereby, and except for other liens shown of public record or on file with the U.S. Patent and Trademark Office (Custer Company, Inc.; and the Trustee appointed by the Court pursuant to the Curtis Mathes Corporation Second Amended Plan of Reorganization effective October 1, 1992), the Company is the owner of all Collateral, free and clear of all liens, charges, encumbrances, set-offs, defenses and counterclaims of whatsoever kind or nature and has made; that the execution and delivery of this instrument will not conflict with or contravene any contractual restriction binding on the Company, including any license agreement relating to the Collateral or any part thereof; that, except as heretofore disclosed to Creditor in writing, there are no legal actions or administrative proceedings pending or threatened before any court or administrative agency involving the Collateral, or any part thereof; and that the Company will defend its title to the Collateral against the claims of all persons whatsoever.

3. **USE AND OWNERSHIP PRIOR TO DEFAULT:** Unless and until an Event of Default, as defined in the Purchase Agreement, shall occur and be continuing, the Company shall retain the legal and equitable title to the collateral, and shall have the right to use and maintain the registration of the Collateral in the ordinary course of the business of the Company, but shall not be permitted to sell, assign, or transfer the Collateral or any part thereof, without satisfaction of the obligation secured by this security agreement.

4. **REMEDIES ON DEFAULT:** Upon the occurrence of an Event of Default and the acceleration by a majority of the holders of the 14% Promissory Notes, Creditor shall be entitled to exercise in respect to the Collateral all of the rights and remedies available to a secured party upon default under the Texas version of the Uniform Commercial Code in effect at that time, and, in addition thereto, the rights and remedies provided for herein and such other rights and remedies as might be provided for by law.

(a) In the event of sale of the Collateral, or any part thereof, Creditor shall give the Company reasonable notice of the time and place of any public sale thereof or of the time and place of any private sale or that any other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, by Creditor, postage prepaid, to the Company at its address set forth on the first page hereof or such other address as the Company may by notice have furnished Creditor in writing for such purpose, at least ten days prior to the time of such sale or other intended disposition.

(b) If the Company shall fail to do any act or thing which it has covenanted to do hereunder or any representation or warranty of the Company shall be breached, Creditor may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach and there shall be added to the liability of the Company hereunder the cost or expense incurred by Creditor in doing so, and any and all amounts expended by Creditor in taking any such action shall be repayable to it upon its demand to the Company thereof and shall bear interest at the same rate which would apply to such amounts if they were advances under the 14% Promissory Note, from and including the date advanced to the date of repayment.

(c) Company will, in the event of a sale, and upon written request, duly execute and acknowledge all documents necessary or advisable to record title to the Collateral in the name of the purchaser, including valid, recordable assignments of any and or all trademark registrations shown in Attachment I hereof.

5. APPLICATION OF PROCEEDS: All proceeds of Collateral shall be applied as follows:

First: to the payment of all expenses incurred by Creditor in connection with such sale, including but not limited to, the expenses of advertising the Collateral to be sold, all court costs and the reasonable fees of counsel to Creditor in connection therewith, and to the repayment of all advances made by Creditor hereunder for the account of the Company and the payment of all costs and expenses paid or incurred by Creditor in connection with this Agreement or the exercise of any right or remedy hereunder, to the extent that such advances, costs and expenses shall not theretofore have been reimbursed to Creditor; and

Second: to the payment in full of the Obligations, any surplus to be paid to the Company, its successors or assigns, or as a court of competent jurisdiction may direct.

6. PURCHASERS OF COLLATERAL: Upon any sale of Collateral by Creditor hereunder (whether under power of sale herein granted, pursuant to judicial process or otherwise), the receipt of Creditor or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see the application of any part of the purchase money paid over to Creditor or such officer or be answerable in any way for the misapplication or non-application thereof.

7. INDEMNITY: The Company agrees to indemnify and hold harmless Creditor from and against any and all claims, demands, losses, judgments and liabilities (including liabilities for penalties) of whatsoever kind or nature, and to reimburse Creditor for all costs and expenses, including attorneys' fees, growing out of or resulting from this Agreement, or the exercise by Creditor of any right or remedy granted to it hereunder. In no event shall Creditor be liable for any matter or thing in connection with this Agreement, other than to account for monies actually received by it in accordance with the terms hereof.

8. FURTHER ASSURANCES: The Company agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Texas version of the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary or appropriate and wherever required or permitted by law in order to perfect and preserve Creditor's security interest in the Collateral, and agrees to do such further

acts and things and execute and deliver to Creditor such additional conveyances, assignments, agreements and instruments as Creditor may require or deem advisable to carry into effect the purpose of this Agreement or to better assure and confirm unto Creditor its rights, powers and remedies hereunder. Provided, however, that only one such document shall be filed evidencing the security interest of all of the holders of 14% Promissory Notes executed by the Company and delivered to the holders pursuant to the Purchase Agreement.

9. **TERMINATION:** This Agreement, and the security interest of Creditor hereunder, shall terminate when all indebtedness secured hereby has been fully paid and satisfied, at which time Creditor shall release to the Company Creditor's security interest in the Collateral and, if requested by the Company, shall execute and file in each office in which any financial statement or assignment relative to the Collateral, or any part thereof, shall have been filed, a termination statement, assignment or other appropriate instrument releasing Creditor's interest therein, all without recourse upon warranty by Creditor and at the cost and expense of the Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their duly authorized officers as of December 8, 2000.

Sagemark Capital, L.P.

uniView Technologies Corporation



(Signature)

By: 

Patrick A. Custer, President and CEO

Sagemark Capital, L.P.
By: Sagemark Management, LLC, General Partner
Print Name: Richard Young
Title: Authorized Member