

10-26-2001

ATTORNEY DOCKET 119858-10



To the Honorable Commissioner of Patents and Trademarks.

creof.

101887468

1. Name and Address of Conveying Party(ies):

Aperian, Inc.  
 3300 N. Central, Ste. 200  
 Phoenix AZ 85012

101601

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: <u>Delaware</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

VonGraffenreid, vonBurg, Kaufmann, Winzeler Asset Mgmt.  
 3<sup>rd</sup> Floor, Limmat Quai 94, P.O. Box 879  
 CH-8025 Zurich, Switzerland

<input type="checkbox"/>	Individual(s)
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation -- State: <u>Switzerland</u>
<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Additional Name(s) of Receiving Party(ies) Attached
<input type="checkbox"/>	Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

<input type="checkbox"/>	Assignment
<input checked="" type="checkbox"/>	Security Agreement
<input type="checkbox"/>	Merger
<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other: _____

Execution Date: July 30, 2001

4. Application Number(s) or Registration Number(s):

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s):

76174310

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells  
 Garderc Wynne Sewell LLP  
 1601 Elm Street, Suite 3000  
 Dallas, Texas 75201  
  
 214-999-4632 - Telephone  
 214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved: 8

7. Total Fee (37 CFR 3.41):

\$320.00

<input checked="" type="checkbox"/>	Enclosed
<input type="checkbox"/>	Authorized to be Charged to Deposit Account
<input checked="" type="checkbox"/>	Charge Any Deficiencies to Deposit Account

8. Deposit Account Number:

07-0153

9. Statement and Signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attachment copy is a true copy of the original document.

Refund Ref: 10/25/2001 DBYRNE 0000111404

CHECK Refund Total \$105.00

Theodore F. Shiells, Reg. No. 31,569

10/25/2001 DBYRNE 00000092 76174310  
 September 20, 2001 Date

01 FC:481 40.00 OP  
 02 FC:482 175.00 OP

Certificate of Mailing

I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service as First Class U.S. Mail to in an envelope addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on:

September 28, 2001 Date

Kerry Mantrop

Mail To: Commissioner of Patents and Trademarks,  
 Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 8

SCHEDULE I  
TO TRADEMARK  
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.			

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Aperian	United States	76174310	Dec. 1, 2000
Built for Broadband	United States	76174309	Dec. 1, 2000
Aperian	United States	76174308	Dec. 1, 2000
Built for Broadband	United States	76174419	Dec. 1, 2000
"Aperian" & design	United States	76174417	Dec. 1, 2000
Aperian	United States	76174415	Dec. 1, 2000
Aperian	United States	76173860	Dec. 1, 2000
Aperian	United States	76173859	Dec. 1, 2000

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.			

FOREIGN TRADEMARK APPLICATIONS

None.

## TRADEMARK SECURITY AGREEMENT

WHEREAS, APERIAN, INC., a Delaware corporation ("Grantor"), von Graffenried, von Burg, Kaufmann, Winzeler Asset Management Ltd., Zurich, AG, a company organized and existing under the laws of Switzerland, as agent ("Agent"), and the guarantors named therein (the "Guarantors") are parties to a Guaranty Facility and Security Agreement dated as of July 31, 2001 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty Facility Agreement"), providing for the provision of one or more bank guaranties to be made to a term loan creditor of Grantor.

WHEREAS, pursuant to the terms of the Guaranty Facility Agreement, Grantor is obligated to secure the prompt payment and performance of certain obligations to the Guarantors (the "Obligations"); and

WHEREAS, pursuant to the terms of the Guaranty Facility Agreement, Grantor has granted to Agent for the benefit of Guarantors a security interest in certain assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Agent a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, together with any reissues, continuations or extensions thereof, including, without limitation, the Trademark, Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to

the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Agent pursuant to the Guaranty Facility Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty Facility Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor).
- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the Guaranty Facility Agreement.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and faxed signature pages to this Trademark Security Agreement shall be fully binding and enforceable without requiring the manually executed signature page(s) to this Trademark Security Agreement.

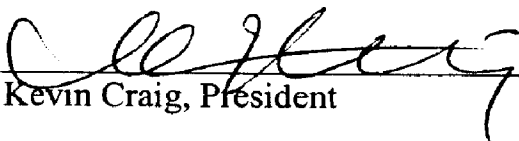
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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of July 30, 2001.

**GRANTOR:**

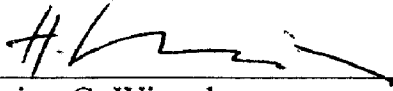
[CORPORATE SEAL]

APERIAN, INC.  
a Delaware corporation

By:   
Kevin Craig, President

Acknowledged:

von Graffenried, von Burg, Kaufmann, Winzeler Asset Management  
Ltd., Zurich, AG, a company organized and existing  
under the laws of Switzerland

By:   
Heinz C. Winzeler

By:   
Urs von Burg



**ACKNOWLEDGMENT**

\_\_\_\_\_  
§  
§  
§  
\_\_\_\_\_

On the \_\_\_\_ day of July, 2001, before me personally appeared Heinz C. Winzeler, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as an authorized signatory of von Graffenried, von Burg, Kaufmann, Winzeler Asset Management Ltd., Zurich, AG, a Swiss Company, who being by me duly sworn, did depose and say that he is an authorized signatory of such company; that the said instrument was signed and sealed on behalf of said company with all due authority granted thereby; that he signed his name thereto by like authority; and that he acknowledged said instrument to be the free act and deed of said company.

(Seal)

\_\_\_\_\_  
Notary Public *(or equivalent)*  
My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

\_\_\_\_\_  
§  
§  
§  
\_\_\_\_\_

On the \_\_\_\_ day of July, 2001, before me personally appeared Urs von Burg, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as an authorized signatory of von Graffenried, von Burg, Kaufmann, Winzeler Asset Management Ltd., Zurich, AG, a Swiss Company, who being by me duly sworn, did depose and say that he is an authorized signatory of such company; that the said instrument was signed and sealed on behalf of said company with all due authority granted thereby; that he signed his name thereto by like authority; and that he acknowledged said instrument to be the free act and deed of said company.

(Seal)

\_\_\_\_\_  
Notary Public *(or equivalent)*  
My commission expires: \_\_\_\_\_



TRADEMARK LICENSES

None.

UNREGISTERED TRADEMARKS

Mark

Country

None.

214-999-4632  
[shite@gardere.com](mailto:shite@gardere.com)

September 28, 2001

BOX ASSIGNMENTS/FEE  
Commissioner for Patents and Trademarks  
Washington, D.C. 20231

RE: U.S. Trademark Application Nos. 76/174,310 ("Aperian"); 76/174,309 ("Built for Broadband"); 76/174,308 ("Aperian"); 76/174,419 ("Built for Broadband"); 76/174,417 ("Aperian and Design"); 76/174,415 ("Aperian"); 76/173,860 ("Aperian") and 76/173,859 ("Aperian")  
U.S. Patent Application No. 09/814,599 for "Method and System for Transcribing Recorded Information and Delivering Transcriptions"  
Our File No. 119858-10

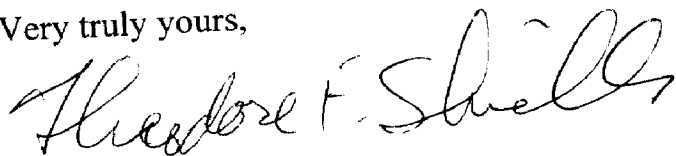
Dear Sir:

Enclosed for filing are the following:

1. Form PTO-1594 (Recordation Cover Sheet)
2. Trademark Security Agreement;
3. Form PTO-1594 (Recordation Cover Sheet)
4. Patent Security Agreement
5. Check for \$360.00; and
6. Return postcard

Thank you for your assistance. It is believed that no additional fee is due. However, if this is incorrect, please charge any additional fee to Deposit Account No. 07-0153. Should you have any questions, please call me.

Very truly yours,



Theodore F. Shiells

Enclosures