

01-09-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼



101937647

EEET U.S. DEPARTMENT OF COMMERCE
.Y U.S. Patent and Trademark Office

RE ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CM Royalties LLC 17-501

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Sagemark Capital, LP

Internal Address: Ste. 104

Street Address: 700 Gemini

City: Houston State: TX Zip: 77058

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: September 7, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attachment "A"

75683054

B. Trademark Registration No.(s)

see Attachment "A"

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Valerie J. Pelton, Esq.

Internal Address: De Martino Rutelstein

Rosen + Virga

Suite 400

Street Address: 1818 N Str. N.W.

City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Valerie J. Pelton
Name of Person Signing

Signature

12-5-01
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002418 FRAME: 0547

ATTACHMENT A
to
FORM PTO-1594

4. A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75683054	1,328,184
	2,189,394
	2,190,392
	1,158,474

9-21-01

11-27-2001
101900144

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CM Royalties LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other ~~CM Royalties LLC~~
limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Sagemark Capital, LP
Internal Address: Ste. 104

Street Address: 700 Gemini
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- Individual(s) citizenship
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- Limited Partnership Delaware
- Corporation-State
- Other

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Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
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- Other
- Merger
- Change of Name

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4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attachment "A"

B. Trademark Registration No.(s)

75683054

see attachment "A"

Additional number(s) attached Yes No

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Name: Valerie J. Pelton, Esq.
Internal Address: De Martino Finkelstein
Rosen + Virga
Suite 400

Street Address: 1818 N. Street, N.W.
City: Washington State: DC Zip: 20036

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

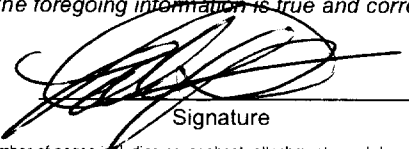
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Valerie J. Pelton
Name of Person Signing


Signature

9-6-01
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

09/21/2001 JJALLAH2 00000009 75683054

01 FC:481
02 FC:482

40.00 OP
100.00 OP

TRADEMARK
REEL: 002418 FRAME: 0549

Exhibit A

to Form

PTD-1594

LEVEL 1 - 9 OF 15 TRADEMARKS

Copyright (c) 2001 CCH Trademark Research Corporation
Federal Trademarks

<=2> Get Trademark Design

Trademark Name: CURTIS MATHES

(STYLIZED LETTERS)

Filing Date: August 18, 1997

Serial Number: 75-342085

Official Gazette Status: REGISTERED

Status Date: September 15, 1998

Goods/Services:

TELEVISION SETS FEATURING THE FOLLOWING FUNCTI
INCLUDING CONFERENCE PHONE, ON-SCREEN CALLER I
IDENTIFICATION AUTO CALL BACK, ANSWERING MACH
ON-SCREEN DIRECTORY, SIMULTANEOUS VOICE AND D
FUNCTIONS INCLUDING TELEVISION LISTINGS, REV
VIDEOCASSETTE RECORDER CONTROL, CHANNEL BLOCKING, PROGRAM BLOCKING,
ON-SCREEN MESSAGES, PAY PER VIEW MOVIES, COMPUTER FUNCTIONS INCLUDING
ALLOWING ACCESS TO A GLOBAL COMPUTER NETWORK AND ELECTRONIC MAIL,
TRANSACTIONAL FUNCTIONS INCLUDING HOME BANKING, IMPULSE AUTO DIAL,
INTERACTIVE ADVERTISING, CATALOG SHOPPING, DATABASE ACCESS TO YELLOW
PAGES, CLASSIFIEDS, CATALOGS, DIRECTORIES, AND CARD READER AND INFRARED
TRANSMISSION FUNCTIONS INCLUDING CONDITIONAL ACCESS, HOME SECURITY, SMART
HOUSE, AND HOME ENTERTAINMENT CENTER; AND TELEVISION SET TOP UNITS WHICH
ADAPT TELEVISIONS TO FEATURE THE FOLLOWING FUNCTIONS: CONFERENCE PHONE,
ON-SCREEN CALLER IDENTIFICATION, CALL IDENTIFICATION AUTO CALL BACK,
ANSWERING MACHINE, FACSIMILE, AUTO DIAL, ON-SCREEN DIRECTORY, SIMULTANEOUS
VOICE AND DATA TRANSMISSION, TELEVISION FUNCTIONS INCLUDING TELEVISION
LISTINGS, REVIEWS AND INFORMATION, VIDEOCASSETTE RECORDER CONTROL, CHANNEL
BLOCKING, PROGRAM BLOCKING, ON-SCREEN MESSAGES, PAY PER VIEW MOVIES,
COMPUTER FUNCTIONS INCLUDING ALLOWING ACCESS TO A GLOBAL COMPUTER NETWORK
AND ELECTRONIC MAIL, TRANSACTIONAL FUNCTIONS INCLUDING HOME BANKING,
IMPULSE AUTO DIAL, INTERACTIVE ADVERTISING, CATALOG SHOPPING, DATABASE
ACCESS TO YELLOW PAGES, CLASSIFIEDS, CATALOGS, DIRECTORIES, AND CARD
READER AND INFRARED TRANSMISSION FUNCTIONS INCLUDING CONDITIONAL ACCESS,
HOME SECURITY, SMART HOUSE, AND HOME ENTERTAINMENT CENTER (INTERNATIONAL
CLASS: 9; US CLASS: 21, 23, 26, 36, 38)

PROVIDING MULTI-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK FOR
THE TRANSFER AND DISSEMINATION OF A WIDE RANGE OF INFORMATION
(INTERNATIONAL CLASS: 42; US CLASS: 100, 101)

International Class:

- 9 (ELECTRICAL AND SCIENTIFIC APPARATUS) - PRIMARY CLASS
- 42 (MISCELLANEOUS SERVICES)

New Tr.
Stylized letters
(Kmart)

OK

(c) 2001 TRC. CURTIS MATHES (STYLIZED LETTERS)

U.S. Class:

- 21 (ELECTRICAL APPARATUS, MACHINES, AND SUPPLIES) - SECONDARY CLASS
- 23 (CUTLERY, MACHINERY, HAND TOOLS, AND PARTS THEREOF)
- 26 (MEASURING AND SCIENTIFIC APPLIANCES)
- 36 (MUSICAL INSTRUMENTS AND SUPPLIES)
- 38 (PRINTS AND PUBLICATIONS)
- 100 (MISCELLANEOUS SERVICE MARKS)
- 101 (ADVERTISING AND BUSINESS SERVICES)

Registration Number: 2189394

Registration Date: September 15, 1998

Register Type: PRINCIPAL REGISTER

Active/Inactive: ACTIVE

PTO Internal Status: NOT AVAILABLE

PTO Status Date: June 23, 1998

First Use Date: July, 1997 (INTERNATIONAL CLASS: 9; US CLASS: 21, 23, 26,
36, 38)
September, 1997 (INTERNATIONAL CLASS: 42; US CLASS:
100, 101)

First Commerce Date: July, 1997 (INTERNATIONAL CLASS: 9; US CLASS: 21, 23,
26, 36, 38)
September, 1997 (INTERNATIONAL CLASS: 42; US
CLASS: 100, 101)

Publication Date: June 23, 1998

Correspondent: KENNETH R GLASER
AKIN GUMP STRAUSS HAUER & FELD LLP
1700 PACIFIC AVE STE 4100
DALLAS TX 75201-4675

Other Registrations: 1,110,836, 1,158,474, 1,328,184

Intent to Use: FILED AS INTENT TO USE - ACTUAL USE ALLEGED

Word Count: 2

Name/Portrait Description and/or Consent: "CURTIS MATHES" IS THE NAME OF AN
INDIVIDUAL WHO IS NOW DECEASED.

***** OWNERSHIP INFORMATION *****

Owner: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
10911 BETAL STREET
DALLAS, TX 75238
OWNER DATE NOT AVAILABLE

(c) 2001 TRC. CURTIS MATHES (STYLIZED LETTERS)

Applicant:

CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
DALLAS, TX
AS OF August 18, 1997

Registrant: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)

10911 PETAL STREET
DALLAS, TX 75238
OWNER DATE NOT AVAILABLE

Applicant: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)

DALLAS, TX
AS OF August 18, 1997

***** ASSIGNMENT INFORMATION *****

Assignee: SAGSMARK CAPITAL, LP (DELAWARE LIMITED PARTNERSHIP)

700 GEMINI, SUITE 104
HOUSTON, TEXAS 77058

Assignor: UNIVIEW TECHNOLOGIES CORPORATION (TEXAS CORPORATION)

Reel/Frame: 2245/0401
Date Recorded: March 07, 2001
Brief: SECURITY AGREEMENT
Date Signed: March 05, 2001

Assignee: UNIVIEW TECHNOLOGIES CORPORATION (TEXAS CORPORATION)

10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)

Reel/Frame: 1704/0552
Date Recorded: March 16, 1998
Brief: CHANGE OF NAME
Date Signed: January 30, 1998

Int. Cls.: 9 and 42

Prior U.S. Cls.: 21, 23, 26, 36, 38, 100 and 101

Reg. No. 2,189,394

United States Patent and Trademark Office

Registered Sep. 15, 1998

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

CurtisMathes

CURTIS MATHES HOLDING CORPORATION
(TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TX 75238

FOR: TELEVISION SETS FEATURING THE FOLLOWING FUNCTIONS - TELEPHONE FUNCTIONS INCLUDING CONFERENCE PHONE, ON-SCREEN CALLER IDENTIFICATION, CALL IDENTIFICATION AUTO CALL BACK, ANSWERING MACHINE, FACSIMILE, AUTO DIAL, ON-SCREEN DIRECTORY, SIMULTANEOUS VOICE AND DATA TRANSMISSION, TELEVISION FUNCTIONS INCLUDING TELEVISION LISTINGS, REVIEWS AND INFORMATION, VIDEOCASSETTE RECORDER CONTROL, CHANNEL BLOCKING, PROGRAM BLOCKING, ON-SCREEN MESSAGES, PAY PER VIEW MOVIES, COMPUTER FUNCTIONS INCLUDING ALLOWING ACCESS TO A GLOBAL COMPUTER NETWORK AND ELECTRONIC MAIL, TRANSACTIONAL FUNCTIONS INCLUDING HOME BANKING, IMPULSE AUTO DIAL, INTERACTIVE ADVERTISING, CATALOG SHOPPING, DATABASE ACCESS TO YELLOW PAGES, CLASSIFIEDS, CATALOGS, DIRECTORIES, AND CARD READER AND INFRARED TRANSMISSION FUNCTIONS INCLUDING CONDITIONAL ACCESS, HOME SECURITY, SMART HOUSE, AND HOME ENTERTAINMENT CENTER; AND TELEVISION SET TOP UNITS WHICH ADAPT TELEVISIONS TO FEATURE THE FOLLOWING FUNCTIONS; CONFERENCE PHONE, ON-SCREEN CALLER IDENTIFICATION, CALL IDENTIFICATION AUTO CALL BACK, ANSWERING MACHINE, FACSIMILE, AUTO DIAL, ON-SCREEN DIRECTORY, SIMULTANEOUS VOICE AND DATA

TRANSMISSION, TELEVISION FUNCTIONS INCLUDING TELEVISION LISTINGS, REVIEWS AND INFORMATION, VIDEOCASSETTE RECORDER CONTROL, CHANNEL BLOCKING, PROGRAM BLOCKING, ON-SCREEN MESSAGES, PAY PER VIEW MOVIES, COMPUTER FUNCTIONS INCLUDING ALLOWING ACCESS TO A GLOBAL COMPUTER NETWORK AND ELECTRONIC MAIL, TRANSACTIONAL FUNCTIONS INCLUDING HOME BANKING, IMPULSE AUTO DIAL, INTERACTIVE ADVERTISING, CATALOG SHOPPING, DATABASE ACCESS TO YELLOW PAGES, CLASSIFIEDS, CATALOGS, DIRECTORIES, AND CARD READER AND INFRARED TRANSMISSION FUNCTIONS INCLUDING CONDITIONAL ACCESS, HOME SECURITY, SMART HOUSE, AND HOME ENTERTAINMENT CENTER, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 7-0-1997; IN COMMERCE 7-0-1997.

FOR: PROVIDING MULTI-USER ACCESS TO A GLOBAL COMPUTER INFORMATION NETWORK FOR THE TRANSFER AND DISSEMINATION OF A WIDE RANGE OF INFORMATION, IN CLASS 42 (U.S. CLS. 100 AND 101).

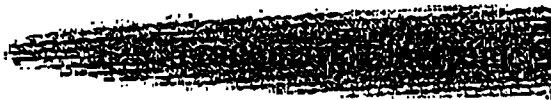
FIRST USE 9-0-1997; IN COMMERCE 9-0-1997.

OWNER OF U.S. REG. NOS. 1,110,836, 1,158,474, AND 1,328,184.

"CURTIS MATHES" IS THE NAME OF AN INDIVIDUAL WHO IS NOW DECEASED.

SER. NO. 75-342,085, FILED 8-18-1997.

KAREN OWCZARSKI, EXAMINING ATTORNEY



Block letter - pending

USPTO accepted

statement of use.

(since 5/99)
Certif of Reg. to
issue 6-8 wks.

TESS was last updated on Thu Jul 12

PTO HOME	TRADEMARK	TESS HOME	NEW USE	STRUCTURED	FREE FORM
CURR LIST	SEARCH	SEARCH	PREV DOC	NEXT DOC	LAST DOC

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List OR to record: Rec

OK

Check Status (TARR contains current status, correspondence address and attorney of record for this mark. Use the "Back" button of the Internet Browser to return to TESS)

Typed Drawing

Word Mark CURTIS MATHES

Goods and Services IC 009. US 021 023 026 036 038. G & S: CONSUMER ELECTRONIC PRODUCTS, NAMELY TELEVISION SETS, VIDEOCASSETTE RECORDERS, TELEVISION SIT TIP UNITS TO ADAPT TELEVISIONS TO FEATURE FUNCTIONS IN THE NATURE OF CONFERENCE PHONE, ON-SCREEN CALLER IDENTIFICATION, CALL IDENTIFICATION AND AUTO CALL BACK, ANSWERING MACHINE, FACSIMILE, AUTO DIAL, ON-SCREEN DIRECTORY, SIMULTANEOUS VOICE AND DATA TRANSMISSION, TELEVISION FUNCTIONS INCLUDING TELEVISION LISTING, REVIEWS AND INFORMATION, VIDEO CASSETTE RECORDER CONTROL, CHANNEL BLOCKING, PROGRAM BLOCKING, ON-SCREEN MESSAGES, PAY-PER-VIEW MOVIES, COMPUTER FUNCTIONS, INCLUDING ALLOWING ACCESS TO A GLOBAL COMPUTER NETWORK AND ELECTRONIC MAIL TRANSACTIONAL FUNCTIONS INCLUDING HOME BANKING, IMPULSE AUTO DIAL, CARD READER, INFRARED TRANSMISSION FUNCTIONS INCLUDING CONDITIONAL ACCESS. FIRST USE: 19970500. FIRST USE IN COMMERCE: 19970500

Mark Drawing Code (1) TYPED DRAWING

Serial Number 75683054

Filing Date April 15, 1999

Filed ITU FILED AS ITU

Published for Opposition August 29, 2000

Owner (APPLICANT) UniView Technologies Corporation CORPORATION TEXAS 10911 Peta] Street Dallas TEXAS 75238

Attorney of Record Kenneth R. Glaser

Prior Registrations 1328184;2189394

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead LIVE

LEVEL 1 - 12 OF 15 TRADEMARKS

Copyright (c) 1999 CCH Trademark Research Corporation
Federal Trademarks

<=2> Get Trademark Design

Trademark Name: CURTIS MATHES

(WORDS AND DESIGN)

Filing Date: MARCH 28, 1984

Serial Number: 73-472637

Official Gazette Status: REGISTERED

Status Date: DECEMBER 3, 1990

Goods/Services:

HOME ENTERTAINMENT UNITS-NAMELY, TELEVISION
RECORD PLAYERS, RADIO RECEIVERS, VIDEO AND
AUDIO TAPE PLAYERS, HI-FI TUNERS, PREAMPLIF
AND PARTS THEREOF; VIDEO CASSETTE TAPES, AN
VIDEO AND AUDIO RECORDING (INTERNATIONAL CI

International Class:

9 (ELECTRICAL AND SCIENTIFIC APPARATUS) - PRIMARY CLASS

U.S. Class:

21 (ELECTRICAL APPARATUS, MACHINES, AND SUPPLIES) - SECONDARY CLASS

36 (MUSICAL INSTRUMENTS AND SUPPLIES)

Registration Number: 1328184

Registration Date: APRIL 2, 1985

Register Type: PRINCIPAL REGISTER

Active/Inactive: ACTIVE

First Use Date: JANUARY, 1983 (INTERNATIONAL CLASS: 9; US CLASS: 21, 36)

First Commerce Date: JANUARY, 1983 (INTERNATIONAL CLASS: 9; US CLASS: 21,
36)

Publication Date: JANUARY 22, 1985

Correspondent: HILL, VAN SANTEN, STEADMAN & SIMPSON
70TH FLOOR SEARS TOWER
CHICAGO, IL 60606

Other Registrations: 860,448, 1,255,573 AND OTHERS

Old CM TM ; Design

OK

(c) 1999 TRC, CURTIS MATHES (WORDS AND DESIGN)

Affidavits: 8 & 15
Affidavits Date: DECEMBER 3, 1996

Word Count: 2

WIPO Design Codes:
26 (GEOMETRIC FIGURES AND SOLIDS)
2611 (RECTANGLES)
261112 (RECTANGLES WITH BARS, BANDS AND LINES)

***** OWNERSHIP INFORMATION *****

Owner: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
1411 GREENWAY DR.
IRVING, TX 75062
OWNER DATE NOT AVAILABLE

Owner at Publication:
CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
IRVING, TX
AS OF JANUARY 22, 1985

Applicant:
CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
IRVING, TX
AS OF MARCH 28, 1984

Registrant: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
1411 GREENWAY DR.
IRVING, TX 75062
OWNER DATE NOT AVAILABLE

Applicant: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
IRVING, TX
AS OF MARCH 28, 1984

***** ASSIGNMENT INFORMATION *****

Assignee: UNIVIEW TECHNOLOGIES CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)

Reel/Frame: 1704/0552
Date Recorded: MARCH 16, 1998
Brief: CHANGE OF NAME
Date Signed: JANUARY 30, 1998

Assignee: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)

(c) 1999 TRC. CURTIS MATHES (WORDS AND DESIGN)

Reel/Frame: 1624/0117
Date Recorded: AUGUST 18, 1997
Brief: ASSIGNMENT OF INTEREST
Date Signed: AUGUST 11, 1997

Assignee: JAMES N. HOWARD, TRUSTEE FOR CM LIQUIDATING TRUST (STATELESS
TRUSTEE)
SUITE 286; 8350 MEADOW ROAD SUITE 286
DALLAS, TEXAS 75231

Assignor: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)

Reel/Frame: 1506/0794
Date Recorded: SEPTEMBER 30, 1996
Brief: SECURITY INTEREST
Date Signed: JANUARY 31, 1995

Int. Cl.: 9

Prior U.S. Cls.: 21 and 36

United States Patent and Trademark Office

Reg. No. 1,328,184
Registered Apr. 2, 1985

TRADEMARK
PRINCIPAL REGISTER

Curtis
|||||
Mathes

CURTIS MATHES CORPORATION (DELA-
WARE CORPORATION)
1411 GREENWAY DR.
IRVING, TX 75062

FOR: HOME ENTERTAINMENT UNITS—
NAMELY, TELEVISION RECEIVERS, STEREO
PHONOGRAPH RECORD PLAYERS, RADIO
RECEIVERS, VIDEO AND AUDIO TAPE RE-
CORDERS, VIDEO AND AUDIO TAPE PLAY-
ERS, HI-FI TUNERS, PREAMPLIFIERS, AMPLI-
FIERS AND SPEAKERS, AND PARTS THERE-
OF; VIDEO CASSETTE TAPES, AND MAG-

NETIC RECORDING TAPE FOR VIDEO AND
AUDIO RECORDING, IN CLASS 9 (U.S. CLS. 21
AND 36).

FIRST USE 1-0-1983; IN COMMERCE
1-0-1983.

OWNER OF U.S. REG. NOS. 860,448, 1,255,573
AND OTHERS.

SER. NO. 472,637, FILED 3-28-1984.

MARILYN MCMAHON, EXAMINING ATTOR-
NEY

REGISTERED FOR A TERM OF 20 YEARS FROM Apr. 2, 1985

COMB. AFF. SEC 8 & 15



CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION
WHICH IS IN FULL FORCE AND EFFECT. WITH NOTATION
OF ALL STATUTORY ACTIONS TAKEN THEREON, AS DIS-
CLOSED BY THE RECORDS OF THE UNITED STATES PATENT
AND TRADEMARK OFFICE. SAID RECORDS SHOW TITLE
TO BE IN: Registrant

Attest

JAN 29 1991
Attesting Officer

Harry T. Marksh, Jr.
COMMISSIONER OF PATENTS
AND TRADEMARKS

LEVEL 1 - 10 OF 15 TRADEMARKS

Copyright (c) 1999 CCH Trademark Research Corporation
Federal Trademarks

Trademark Name: CURTIS MATHES XPRESSWAY

(WORDS ONLY)

Filing Date: JANUARY 21, 1997

Serial Number: 75-228523

Official Gazette Status: REGISTERED

Status Date: SEPTEMBER 22, 1998

Goods/Services:

PROVIDING MULTIPLE USER ACCESS TO A GLOBAL COM
FOR THE TRANSFER AND DISSEMINATION OF A WIDE R
(INTERNATIONAL CLASS: 42; US CLASS: 100, 101)

International Class:

42 (MISCELLANEOUS SERVICES) - PRIMARY CLASS

U.S. Class:

100 (MISCELLANEOUS SERVICE MARKS) - SECONDARY CLASS
101 (ADVERTISING AND BUSINESS SERVICES)

Registration Number: 2190392

Registration Date: SEPTEMBER 22, 1998

Register Type: PRINCIPAL REGISTER

Active/Inactive: ACTIVE

PTO Internal Status: NOT AVAILABLE

PTO Status Date: JUNE 30, 1998

First Use Date: SEPTEMBER, 1997 (INTERNATIONAL CLASS: 42; US CLASS: 100,
101)

First Commerce Date: SEPTEMBER, 1997 (INTERNATIONAL CLASS: 42; US CLASS:
100, 101)

Publication Date: JUNE 30, 1998

Correspondence: KENNETH R GLASER

AKIN GUMP STRAUSS HAUER & FELD LLP
1700 PACIFIC AVE STE 4100
DALLAS TX 75201-4675

Words only
(OK) w/o "X" design

© 1999 TRC. CURTIS MATHES XPRESSWAY (WORDS ONLY)

Intent to Use: FILED AS INTENT TO USE - ACTUAL USE ALLEGED
Word Count: 3

Name/Portrait Description and/or Consent: "CURTIS MATHES" IS THE NAME OF AN
INDIVIDUAL WHO IS NOW DECEASED.

***** OWNERSHIP INFORMATION *****

Owner: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TX 75238
OWNER DATE NOT AVAILABLE

1st New Owner Before Publication:
CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
DALLAS, TX
AS OF JANUARY 21, 1997

Applicant:
CURTIS MATHES XPRESSWAY CORPORATION (TEXAS CORPORATION)
DALLAS, TX
AS OF JANUARY 21, 1997

Registrant: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TX 75238
OWNER DATE NOT AVAILABLE

Applicant: CURTIS MATHES XPRESSWAY CORPORATION (TEXAS CORPORATION)
DALLAS, TX
AS OF JANUARY 21, 1997

***** ASSIGNMENT INFORMATION *****

Assignee: UNIVIEW TECHNOLOGIES CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)

Reel/Frame: 1704/0552
Date Recorded: MARCH 16, 1998
Brief: CHANGE OF NAME
Date Signed: JANUARY 30, 1998

Assignee: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHES XPRESSWAY CORPORATION (TEXAS CORPORATION)

Reel/Frame: 1686/0330
Date Recorded: JANUARY 20, 1998
Brief: ASSIGNMENT OF INTEREST

(c) 1999 TRC, CURTIS MATHES XPRESSWAY (WORDS ONLY)

Date signed: NOVEMBER 25, 1997

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,190,392

United States Patent and Trademark Office

Registered Sep. 22, 1998

**SERVICE MARK
PRINCIPAL REGISTER**

CURTIS MATHES XPRESSWAY

CURTIS MATHES HOLDING CORPORATION
(TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TX 75238, ASSIGNEE OF CURTIS
MATHES XPRESSWAY CORPORATION
(TEXAS CORPORATION) DALLAS, TX 75238

FOR: PROVIDING MULTIPLE USER
ACCESS TO A GLOBAL COMPUTER INFOR-
MATION NETWORK FOR THE TRANSFER
AND DISSEMINATION OF A WIDE RANGE

OF INFORMATION, IN CLASS 42 (U.S. CLS. 100
AND 101).

FIRST USE 9-0-1997; IN COMMERCE
9-0-1997.

"CURTIS MATHES" IS THE NAME OF AN
INDIVIDUAL WHO IS NOW DECEASED.

SER. NO. 75-228,523, FILED 1-21-1997.

KAREN OWCZARSKI, EXAMINING ATTOR-
NEY

LEVEL 1 - 13 OF 15 TRADEMARKS

Copyright (c) 1999 CCH Trademark Research Corporation
Federal Trademarks

Trademark Name: CURTIS MATHES CENTERS

(WORDS ONLY)

Filing Date: SEPTEMBER 12, 1977

Serial Number: 73-140959

Official Gazette Status: REGISTERED

Status Date: JUNE 23, 1981

Goods/Services:

RETAIL TELEVISION, RADIO, HI-FI, PHONOGRAPH,
(INTERNATIONAL CLASS: 42; US CLASS: 101)

International Class:

42 (MISCELLANEOUS SERVICES) - PRIMARY CLASS

U.S. Class:

101 (ADVERTISING AND BUSINESS SERVICES) - SECONDARY CLASS

Registration Number: 1158474

Registration Date: JUNE 23, 1981

Register Type: PRINCIPAL REGISTER

Active/Inactive: ACTIVE

First Use Date: MARCH 7, 1975 (INTERNATIONAL CLASS: 42; US CLASS: 101)

First Commerce Date: MARCH 25, 1975 (INTERNATIONAL CLASS: 42; US CLASS:
101)

Publication Date: MARCH 31, 1981

Other Registrations: 860,448, 861,313, 1,110,836

Disclaimer: THE WORD "CENTERS" IS DISCLAIMED APART FROM THE MARK AS SHOWN

Affidavits: 8 ACCEPTED

Affidavits Date: JUNE 9, 1987

Word Count: 3

Name/Portrait Description and/or Consent: "CURTIS MATHES" IS THE NAME OF AN
INDIVIDUAL NOW DECEASED

OK

was due for
renewal 6/23/01
(grace per. to 12/23/01)
Did not renew

(c) 1999 TRC, CURTIS MATHES CENTERS (WORDS ONLY)

***** OWNERSHIP INFORMATION *****

Owner: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
AS OF JUNE 24, 1981

Registrant:
MATHES COMPANY, THE (DELAWARE CORPORATION)
ATHENS, TX
AS OF JUNE 23, 1981

Applicant:
CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
ATHENS, TX
AS OF SEPTEMBER 12, 1977

Registrant: MATHES COMPANY, THE (DELAWARE CORPORATION)
ATHENS, TX
AS OF JUNE 23, 1981

Applicant: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)
ATHENS, TX
AS OF SEPTEMBER 12, 1977

***** ASSIGNMENT INFORMATION *****

Assignee: UNIVIEW TECHNOLOGIES CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHIS HOLDING CORPORATION (TEXAS CORPORATION)

Reel/Frame: 1704/0552
Date Recorded: MARCH 16, 1998
Brief: CHANGE OF NAME
Date Signed: JANUARY 30, 1998

Assignee: CURTIS MATHES HOLDING CORPORATION (TEXAS CORPORATION)
10911 PETAL STREET
DALLAS, TEXAS 75238

Assignor: CURTIS MATHES CORPORATION (DELAWARE CORPORATION)

Reel/Frame: 1624/0117
Date Recorded: AUGUST 18, 1997
Brief: ASSIGNMENT OF INTEREST
Date Signed: AUGUST 11, 1997

Assignee: CURTIS MATHES CORPORATION

Assignors: MATHES COMPANY, THE MERGED INTO

CURTIS MATHES MANUFACTURING COMPANY CHANGED TO

Reel/Frame: 0434/0517

(c) 1999 TRC, CURTIS MATHES CENTERS (WORDS ONLY)

Date Recorded: FEBRUARY 13, 1983
Brief: MERGER & CHANGE OF NAME JANUARY 20, 1983 DE
Date Signed: JANUARY 20, 1983

Assignee: MATHES COMPANY, THE

Assignor: CURTIS MATHES CORPORATION

Reel/Frame: 0371/0775
Date Recorded: JUNE 16, 1980
Brief: CHANGE OF NAME MARCH 10, 1980
Date Signed: JUNE 2, 1980

TRADEMARK AND ROYALTY SECURITY AGREEMENT

The undersigned, **CM Royalties, LLC**, a Minnesota limited liability company ("Company"), having its offices at 13969 Grand Avenue, Burnsville, MN 55337 for value received, hereby grants unto **Sagemark Capital, L.P.** ("Creditor") a security interest in the Curtis Mathes trademarks and service marks owned by the Company shown on Exhibit "A" hereto, along with the goodwill of Company's business connected with and symbolized by the above-mentioned trademarks, service marks, trade names and packages or trade dress; and the Company further assigns to the Creditor, as collateral security for the payment of the Company's Obligations hereunder, all royalties accruing under any license agreement for use of the Curtis Mathes trademarks, service marks, trade names and packages or trade dress and specifically a direct assignment of the royalty payments from Avmark, Inc. The Company shall sign and deliver to Creditor such further documents as may be necessary to perfect Creditors security interest hereunder."

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"), up to an aggregate amount of Two Million Dollars (\$2,000,000), under certain 14% Promissory Notes dated as of September 7, 2001, as the same may be amended, modified or supplemented from time to time (the "Loan 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, 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 Loan 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, 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.

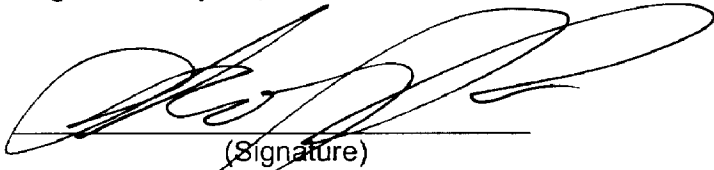
8. FURTHER ASSURANCES: The Company agrees that it will join with Creditor in executing and, at its own expense, shall file and refile under the Texas version of the Uniform Commercial Code such financing statements, continuation statements and other documents in such offices as Creditor may deem necessary 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 Loan 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 September 11, 2001.

Sagemark Capital, L.P.



(Signature)

Sagemark Capital, L.P.
By: Sagemark Management, LLC, General Partner
Print Name: ~~Frank Delape~~ *Scotty Cook*
Title: Authorized Member

CM Royalties, LLC



By: _____
Marc Austin Smith, Manager

EXHIBIT "A"

Curtis Mathes and Design (trademark)
Registration No.: 1,328,184
Date of Registration: April 2, 1985
Class No(s): 9, 21 and 36

Curtis Mathes (stylized) (trademark and service mark)
Registration No.: 2,189,394
Date of Registration: September 15, 1998
Class No(s): 9, 21, 23, 26, 36 and 38

Curtis Mathes Xpressway (service mark)
Registration No.: 2,190,392
Date of Registration: October 27, 1998
Class No(s): 42, 100 and 101

Curtis Mathes (trademark) (application pending)
Serial No.: 75683054
Filing Date: April 15, 1999
Class No(s): 21, 23, 26, 36, and 38

Curtis Mathes Centers (service mark)
Registration No.: 1,158,474
Date of Registration: June 23, 1981
Class No(s): 42 and 101

NOTICE OF SECURITY AGREEMENT

NOTICE dated as of September 7, 2001, of certain security interests in certain intellectual property as set forth in a Security Agreement made by CM Royalties, LLC, a Minnesota limited liability company, having an address at 13969 Grand Avenue, Burnsville, Minnesota 55337 (assignee of uniView Technologies Corporation, formerly Curtis Mathes Holding Corporation) ("Debtor") and Sagemark Capital, LP, whose address is 700 Gemini, Suite 104, Houston, Texas 77058 ("Sagemark"), pursuant to a Loan Agreement dated as of September 7, 2001, 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.

CM Royalties, LLC


By: M. Austin Smith

Its: *Pres*

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 15 day of September, 2001, personally appeared M. Andrew Smith to me known personally, and who, being first by me duly sworn, depose and say that he is the Pres. of CM Royalties, LLC, 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.

Mary E. Whittemore
Notary Public

My commission expires: _____



EXHIBIT "A"
to Notice of Security Agreement

COPYRIGHT COLLATERAL

COPYRIGHT DESCRIPTION	DATE OF <u>CREATION</u>	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		

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			

EXHIBIT "C"**to Notice of Security Agreement****TRADEMARK COLLATERAL**

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS
Curtis Mathes and Design (trademark)	USA		1,328,184	Registered April 2, 1985
Curtis Mathes (stylized) (trademark and service mark)	USA		2,189,394	Registered September 15, 1998
Curtis Mathes Xpressway (service mark)	USA		2,190,392	Registered October 27, 1998
Curtis Mathes (trademark) (application pending)	USA	75683054		Filed April 15, 1999
Curtis Mathes Centers (service mark)	USA		1,158,474	Registered June 23, 1981

RE: Recordation Form Cover Sheet, Trademarks Only
Recordation of Security Interest of Notice of Security Agreement b/w
CM Royalties, LLC and Sagemark Capital, LP
dated 9/21/01

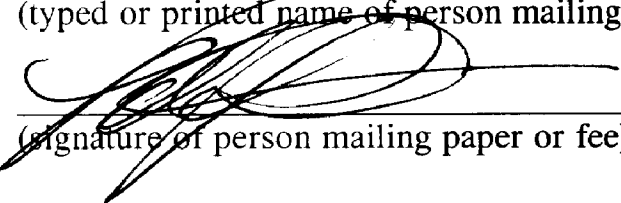
“EXPRESS MAIL” MAILING LABEL NUMBER:

DATE OF DEPOSIT: September 21, 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.

VALERIE J. PELTON, ESQ.

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



(signature of person mailing paper or fee)

DE MARTINO FINKELSTEIN ROSEN & VIRGA

A PARTNERSHIP CONSISTING OF PROFESSIONAL CORPORATIONS

1818 N STREET, N. W., SUITE 400
WASHINGTON, D. C. 20036-2492

TELEPHONE (202) 659-0494 • TELECOPIER (202) 659-1290
E-MAIL ADDRESS: BUSLAW@DFRV.COM

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VALERIE J. PELTON *
KEITH H. PETERSON *
JEFFREY S. ROSEN
GERARD A. VIRGA *


*NOT ADMITTED TO DISTRICT OF COLUMBIA BAR

NEW YORK OFFICE

90 BROAD STREET, SUITE 1700
NEW YORK, NEW YORK 10004-2205
TELEPHONE (212) 363-2500
TELECOPIER (212) 363-2723

MEMORANDUM

TO: Tonya Lee, Examiner
Assignment Division
Office of Public Records
U.S. Patent and Trademark Office
Commissioner of Patent and Trademarks
Washington, DC 20231

FROM: Valerie J. Pelton, Esq. 
De Martino Finkelstein Rosen & Virga

DATE: December 5, 2001

RE: Recordation of Security Interest
Document ID No. 101900144

In accordance with your request, I am resubmitting the following:

1. The Recordation Form Cover Sheet, Trademarks Only and Attachment A thereto, recording an assignment of security interest in the trademarks as listed on Exhibit C of the Notice of Security Agreement to Sagemark Capital, LP by CM Royalties, LLC (assignee of UniView Technologies Corporation formerly Curtis Mathes Holding Corporation).
2. A copy of the Notice of Security Assignment between CM Royalties, LLC and Sagemark Capital, LP dated September 7, 2001.

73227004.799.doc

RECORDED: 09/21/2001

TRADEMARK
REEL: 002418 FRAME: 0576