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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, L.L.C. 10-12-01
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: uniView Technologies Corp. Internal Address: Street Address: 17300 N. Dallas Pky. #2050 City: Dallas State: TX Zip: 75248
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Texas 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: 9/6/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Please See Exhibit 'A'
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Billy J. Robinson, VP Gen. Coun. Internal Address: uniView Technologies Corp. 17300 N. Dallas Pky. #2050 Dallas, TX 75248
Street Address: City: State: Zip:

7. Total fee (37 CFR 3.41): \$ 100.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Billy J. Robinson, VP & Gen. Coun. Signature Date: October 8, 2001
DO NOT USE THIS SPACE

10/24/2001 6TON11 0000090 1328184 01 FC:482 100.00 OP

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

TRADEMARK REEL: 002428 FRAME: 0528

Vertical stamp: 0000002 1328184 40-000P 10/23/2002 DBYRNE 01 FC:481

**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

## TRADEMARK 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 **uniView Technologies Corporation**, a Texas corporation ("Creditor") a purchase money security interest in all Curtis Mathes trademarks, service marks, trade names and packages or trade dress which may at any time be owned by the Company, including, without limitation, those listed on Exhibit "A" hereto ("Marks"), along with the goodwill of Company's business connected with and symbolized by the Marks.

The assets indicated in the above paragraph are sometimes 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 that certain \$1,865,000 Promissory Note of even date herewith, as the same may be amended, modified or supplemented from time to time, executed by the Company, and delivered to Creditor. 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 the security interest in favor of Sagemark Capital, L.P., 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; 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 a default or breach occurs with respect to the Obligations, 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 Marks 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 Obligations secured by this security agreement.

4. **REMEDIES ON DEFAULT:** Upon the occurrence of a default or breach of or in respect of the Obligations, 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 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 Exhibit "A" hereof.

5. APPLICATION OF PROCEEDS: All proceeds of Collateral received after sale 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 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. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such

signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.


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 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 or 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 6, 2001.

**CM Royalties, LLC**

By:  \_\_\_\_\_  
M. Austin Smith, President

**uniView Technologies Corporation**

By:  \_\_\_\_\_  
Patrick A. Custer, Chairman and CEO