

4-28-98

05-07-1998

FORM PTO-1595
COMMERCE
1-31-92



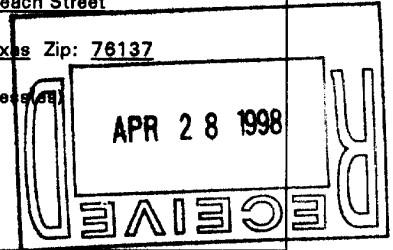
100703884 ONLY

U.S. DEPARTMENT OF

ET 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): Newspaper Corporation of America Additional name(s) of conveying party(ies) attached? () Yes (X) No 3. Nature of conveyance: () Assignment () Merger (X) Security Agreement () Change of Name () Other Execution Date: 08/28/97	2. Name and address of receiving party(ies): Name: <u>Motorola, Inc.</u> Internal Address: <u>Messaging Systems Products Group</u> Street Address: <u>5401 N. Beach Street</u> City: <u>Fort Worth</u> State: <u>Texas</u> Zip: <u>76137</u> Additional name(s) & address(es) attached? () Yes (X) No
--	---



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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

PCT International Application No. PCT/US88/01581
filed 5/12/88

B. Patent No.(s)

4,845,491; 5,345,227; 5,241,305

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gail B. Cooperman</u> Internal Address: <u>Steptoe & Johnson LLP</u> Street Address: <u>1330 Connecticut Avenue, N.W.</u> City: <u>Washington</u> State: <u>D.C.</u> Zip: <u>20036</u>	6. Total number of applications and patents involved: 4 7. Total fee (37 CFR 3.41): \$160.00 (X) Enclosed () Authorized to be charged to deposit account 8. Deposit account number: 19-4293 (Attach duplicate copy of this page if paying by deposit account)
--	--

05/06/1998 JSH/BAZZ 00000005 4845491

01 FC:501

160.00 00

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.

Gail B. Cooperman
Name of Person Signing

Signature

04/28/98
Date

Total number of pages comprising cover sheet: 1

PATENT
REEL: 9123 FRAME: 0913

EXHIBIT A

AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement is made and entered into this 28th day of August, 1997, by and between Newspaper Corporation of America, a corporation organized and existing under the laws of the State of California, having an office at 1000 Marina Blvd., Suite 500, Brisbane, CA 94005 (the "Borrower"), and Motorola, Inc., a Delaware corporation whose principal place of business is located at 1303 E. Algonquin Road, Schaumburg, Illinois 60196 (the "Secured Party").

RECITALS

A. Borrower and Motorola entered into a Loan Agreement, dated September 10, 1993 (the "Loan Agreement") pursuant to which Motorola made a loan to Borrower in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000).

B. Borrower's obligations under the Loan Agreement are secured by a Security Agreement, dated September 10, 1993 between Borrower and Motorola (the "Security Agreement").

C. Borrower has requested, and Motorola has agreed, to restructure Borrower's obligations under the Loan Agreement upon the terms and subject to the conditions of an Amendment to Loan Agreement, dated of even date herewith. (The Loan Agreement, as amended, is hereinafter referred to as the "Loan Agreement.")

D. Borrower and Motorola now wish to amend and restate the Security Agreement to secure the Borrower's obligations under the Loan Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend and restate the Security Agreement as follows.

1. Security Interest Borrower grants the Secured Party a continuing security interest ("Security Interest") in all tangible and intangible property and fixtures, including machinery and equipment, inventory and other goods, documents, instruments, certificates of deposit (whether represented by a certificate or not), general intangibles, chattel paper, accounts (including specifically, but not by way of limitation, all license fees, royalties and other payments due and to become due to Borrower from licensees of Borrower's software under any software license, whether now existing or hereafter entered into) and contract rights (as such terms

PATENT

REEL: 9123 FRAME: 0914

are defined, if at all, by the Uniform Commercial Code as in effect in the State of Illinois from time to time (the "Uniform Commercial Code")), in which Borrower now has or hereafter acquires any right and the products and proceeds therefrom (including, without limitation, proceeds of insurance) together with all substitutions therefor and replacements and renewals thereof and accessions thereto as more particularly defined in the attached Schedule A (collectively, the "Collateral").

2. Obligations This Amended and Restated Security Agreement and the Security Interest shall secure the payment and performance of all of the Borrower's obligations, whether now or hereafter existing, arising under or in connection with any obligations stated or referenced in the Loan Agreement, as it may be modified, amended or in effect from time to time, and in any notes executed by Borrower pursuant to such Loan Agreement, and all other obligations and indebtedness of Borrower to Secured Party, direct or indirect, absolute or contingent, due or to become due, whether now existing or hereafter arising or created under this agreement (herein, the "Obligations").

3. Financing Statements and Other Action Borrower agrees to do all acts which the Secured Party shall reasonably request to create, preserve, perfect and protect the Security Interest or otherwise to carry out the provisions of this Amended and Restated Security Agreement, including, but not limited to, the execution of financing, continuation, amendment and termination statements and similar instruments and escrow agreements for the deposit in escrow of source code for software which is subject to the Security Interest. Borrower irrevocably appoints the Secured Party as Borrower's attorney-in-fact to do all acts which Borrower may be required to do under this Section 3, such appointment being deemed to be a power coupled with an interest. Borrower hereby covenants to prepare and file all Uniform Commercial Code financing statements (a) within the States of California and Texas, including the office of the Secretary of State and, if applicable, the office of the register of deeds of the County where Borrower has its place of business, and in any other state or local jurisdiction where any such filing is necessary to perfect liens on or security interests in the Collateral, necessary to perfect the Security Interest, as promptly as practicable (but in no event more than five business days) after the date hereof and (b) in any other jurisdiction reasonably requested by the Secured Party to perfect the Security Interest, as promptly as practicable upon request of the Secured Party. Upon five business days prior notice by the Secured Party, Borrower will use its reasonable best efforts to obtain a written opinion of its counsel that the Security Interest has been duly created and perfected and is then in full force and effect.

4. Borrower's Place of Business Borrower warrants that its principal place of business, chief executive office and the location where the records concerning its accounts and contract rights is located at 1000 Marina Blvd., Suite 500, Brisbane, CA 94005.

Borrower covenants to notify the Secured Party of the addition or

discontinuance of any place of business or any change in the information contained in this Section 4. None of the Collateral shall be removed from the locations specified in this Section 4 unless the Secured Party is given at least thirty (30) days prior written notice of such removal, which notice shall state the location or locations to which said Collateral has been removed. Borrower warrants and covenants that all of the Collateral presently is and shall continue to be located at the locations set forth in this Section 4 or such other locations of which the Secured Party receives notice in accordance with this Section 4.

5. Encumbrances Borrower warrants that it has valid record and beneficial title to the Collateral and that there are no liens, security interests or other encumbrances against the Collateral except as described in Schedule 1 hereto. Except as otherwise permitted in the Loan Agreement and this Amended and Restated Security Agreement, Borrower covenants to keep the Collateral free of any other claim, lien, security interest or other encumbrance and shall defend the Collateral against any such claim, lien, security interest or other encumbrance adverse to the Security Interest hereunder.

Except in connection with security interests permitted in the Loan Agreement, Borrower shall not file or authorize or permit to be filed in any jurisdiction any financing statement or like instrument affecting the Collateral in which the Secured Party is not named as the sole secured party except those financing statements on file on the date of this Amended and Restated Security Agreement.

6. Maintenance of Collateral Borrower shall preserve the Collateral for the benefit of the Secured Party. Borrower shall keep all tangible personal property Collateral in good order and repair, and shall not use the Collateral in violation in any material respect of any law, statute, ordinance or policy of insurance thereon. The Collateral will be used only in the normal operation of Borrower's business. Secured Party may examine and inspect the Collateral (other than, unless an Event of Default has occurred and is subsisting, technical information, data or developments or other information designated as "Confidential" by Borrower) at any reasonable time or times, wherever located and shall have reasonable access to and right of inspection of any books and records related to the enforcement or protection of any of Secured Party's rights hereunder.

7. Additional Provisions Concerning the Collateral

(a) The Borrower hereby authorizes the Secured Party to file, without the signature of the Borrower where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral.

(b) The Borrower hereby irrevocably appoints the Secured Party, the Borrower's attorney-in-fact (which such power of attorney is coupled with an

interest) and proxy, with full authority in the place and stead of the Borrower and in the name of the Borrower or otherwise, from time to time in the Secured Party's discretion, to take any action or execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Amended and Restated Security Agreement, including, without limitation: (i) to ask, demand, collect, sue for, recover, receive, and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (ii) to receive, endorse, and collect any checks, drafts or other instruments, documents, and chattel paper in connection with Section 7(b)(i); (iii) to sign Borrower's name on any invoice or bill of lading relating to any account, on drafts against customers, on schedules and assignments of accounts, on notices of assignment, financing statements and other public records, on verification of accounts and on notices to customers (including notices directing customers to make payment direct to the Secured Party); and (iv) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral. The Secured Party agrees that it will not exercise the foregoing power of attorney except after the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement forming part of the Obligations) and that it will provide the Borrower with notice of any such exercise reasonably prior thereto.

(c) If the Borrower fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement or obligation, and the costs and expenses of the Secured Party incurred in connection therewith shall be payable by the Borrower and shall be fully secured hereby.

(d) The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under any contracts and agreements relating to the Collateral to the extent set forth therein and to perform all of its obligations thereunder to the same extent as if this Amended and Restated Security Agreement had not been executed; (ii) the exercise by Secured Party of any of its rights hereunder shall not release the Borrower from any of its obligations under the contracts and agreements relating to the Collateral; and (iii) the Secured Party shall not have any obligation or liability by reason of this Amended and Restated Security Agreement under any contracts and agreements relating to the Collateral, nor shall the Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for

payment assigned hereunder.

8. Insurance Borrower shall maintain insurance covering the Collateral in accordance with the provisions of the Loan Agreement.

9. Fixtures It is the intention of the parties hereto that none of the equipment, machinery or other property securing the Obligations hereunder shall become fixtures.

10. Default Upon the occurrence of an Event of Default under the Loan Agreement, the Secured Party shall immediately have all of the rights and remedies set forth in Section 11 below.

11. Remedies The Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, and without limitation of such rights and remedies, shall have full power and authority to notify account of Secured Party's right to collect accounts, to collect accounts and apply the proceeds in satisfaction of the Obligations and to take possession of, and sell or otherwise dispose of, the Collateral or any part thereof in addition to the rights set forth in the Loan Agreement. Secured Party may dispose of the Collateral on Borrower's premises or may require Borrower to assemble the Collateral or any of it and make it available to Secured Party for possession at such place or places as Secured Party may designate. Secured Party may propose to retain the Collateral, subject to Borrower's right of redemption, in satisfaction of the Obligations as provided in the Uniform Commercial Code. Any sale or other disposition, subject to the provisions of applicable law, may be by public or private proceedings and may be made by one or more contracts, as a unit or in parcels, at such time and place, by such method, such manner and on such terms as the Secured Party may determine. Except as required by law, such sale or other disposition may be made without advertisement or notice of any kind or to any person. Where reasonable notification of the time or place of such sale or other disposition is required by law, such requirement shall have been met if such notice is delivered to the Borrower at the address set forth herein, at least ten (10) days before the time of such sale or other disposition. To the extent permitted by law, the Secured Party may buy any or all of the Collateral upon any public sale thereof. To the extent permitted by law, upon any such sale or sales, the Collateral so purchased shall be held by the purchaser absolutely free from any claims or rights of whatsoever kind or nature, including any equity of redemption of any similar rights, all such equity of redemption and any similar rights being hereby expressly waived and released by the Borrower. In the event any consent, approval or authorization of any governmental agency shall be necessary to effectuate any such sale or sales, the Borrower shall execute, as necessary, all applications or other instruments as may be required. After deducting all reasonable costs and expenses of collection, custody, sale or other disposition or delivery (including legal costs and reasonable attorneys' fees) and all other charges due against the Collateral (including any charges of the type described in Section 12 below), the residue of the proceeds of any such sale or other disposition shall be

applied to the payment of the Obligations, except as otherwise provided by law or directed by any court purporting to have jurisdiction thereof, and any surplus shall be returned to the Borrower, except as otherwise provided by law or any such court. The Borrower shall be liable for any deficiency in payment of the Obligations, including all reasonable costs and expenses of collection, custody, sale or other disposition or delivery and all other charges due against the Collateral, as hereinbefore enumerated.

12. Payment of Taxes, Charges, Etc. The Secured Party, at its option and after notice to the Borrower, may discharge any taxes, charges, assessments, security interests, liens or other encumbrances (except those permitted pursuant to the Loan Agreement and except in the case of good faith disputes as to taxes and charges) upon the Collateral or otherwise protect the value thereof. All such expenditures made by the Secured Party shall become payable by the Borrower to the Secured Party upon demand, shall bear interest at the rate of ten percent (10%) per annum.

13. Duties with Respect to Collateral The Secured Party shall have no duty to the Borrower with respect to the Collateral other than the duty to use reasonable care in the custody of any of the Collateral in its possession. Without limiting the generality of the foregoing, the Secured Party, although it may do so at its option, shall be under no obligation to the Borrower to take any steps necessary to preserve rights in the Collateral against other parties.

14. Waivers To the extent permitted by law, the Borrower hereby waives demand for payment, notice of dishonor or protest and all other notices of any kind in connection with the Obligations except notices required by this Amended and Restated Security Agreement, by law, or by any other agreement between the Borrower and the Secured Party. The Secured Party may release Collateral or security which it may from time to time hold and may release Collateral or surrender or modify the liability of any third party without giving notice hereunder to the Borrower. Such modifications, changes, renewals, releases or other actions shall in no way affect the Borrower's obligations hereunder.

15. Expenses In addition to the costs and expenses of Secured Party described elsewhere in this Amended and Restated Security Agreement, the Borrower agrees to pay, indemnify and hold harmless the Secured Party and the nominees of the Secured Party from and against all costs and expenses (including taxes, if any) arising out of or incurred in connection with any transfer of Collateral into or out of the name of the Secured Party and the Secured Party's nominees to the extent permitted by this Amended and Restated Security Agreement and all reasonable costs and expenses, including reasonable legal fees, of the Secured Party arising out of or incurred in connection with the foregoing or arising out of the enforcement, compromise or settlement of any of the Borrower's Obligations hereunder.

16. Modification This Amended and Restated Security Agreement may

not be modified or amended without the prior written consent of each of the parties hereto.

17. Termination This Amended and Restated Security Agreement shall terminate and be of no further force and effect upon the payment and performance in full of the Obligations.

18. Notices Except in cases where oral or other notice is permitted by this Amended and Restated Security Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given (a) when hand delivered, including delivery by messenger or courier service (or if delivery is refused, at the time of refusal), to the address set forth below, (b) when received or refused as evidenced by the postal receipt if sent by United States mail as Certified Mail, Return Receipt Requested, with proper postage prepaid, addressed as set forth below or (c) when received as evidenced by the transmission report of the telefax machine of the transmitting party acknowledging a good transmission if sent by telefax to the number set forth below:

To the Secured Party:

Motorola Credit Corporation
1303 East Algonquin Road
Schaumburg, Illinois 60196
Tel: (847) 576-5000
Fax: (847) 725-5097

With a copy to:

Motorola Paging Products Group
Attn: Customer Finance Manager
5401 N. Beach Street
Mail Stop S223
Fort Worth, TX 76137
Tel: (817) 245-2000
Fax: (817) 245-2236

To the Borrower:

Newspager Corporation of America
1000 Marina Blvd., Suite 500
Brisbane, CA 94005
Tel.: (415) 873-4422
Fax : (415) 873-4424
Attn: President

With a copy to:

Louis S. Weller
Weller & Drucker, LLP
Embarcadero Center West
275 Battery Street, 27th Floor
San Francisco, CA 94111
Phone (415) 434-0400
Fax (415) 434-0441

or at such other address or telefax number as the party to whom such notice or demand is directed may have designated in writing to the other party hereto by notice as provided in this section.

19. Rights. No course of dealing between the Borrower and the Secured Party, nor any delay in exercising, on the part of the Secured Party, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies hereunder are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code.

20. Governing Law, Binding Effect. This Amended and Restated Security Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the State of Illinois. This Amended and Restated Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall together constitute one and the same agreement.

21. Severability The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof, provided, however, if the elimination of any provision of this Amended and Restated Security Agreement materially affects any right, benefit, option or privilege of either party, the parties agree to negotiate in good faith to replace such provision with a substitute valid and enforceable provision that achieves the intent and purpose of the eliminated provision.

22. Release of Lien Documents. Upon the fulfillment by Borrower of the obligations contemplated in this Amended and Restated Security Agreement, the Secured Party agrees to do all acts which the Borrower shall reasonably request to permit Borrower to file in the public records releases of all liens created pursuant to

this Amended and Restated Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Security Agreement as of the date first above written.

NEWSPAGER CORPORATION OF AMERICA

By: Anthony C Fascenda
Name: ANTHONY C. FASCIENDA
Its: PRESIDENT

MOTOROLA INC.

By: J. Robert Kill
Name: J. Robert Kill
Its: Corp. V.P. & Director, Finance

SCHEDULE A - COLLA RAL
NEWSPAPER CORPORATION OF AMERICA
SUMMARY OF FIXED ASSETS

Office Furniture:

- 3 – Offices
- 6 – Workstations
- 1 – Conference room
- 1 – 3 Bay Cabinet Assembly

Computers & Equipment:

- 3 – Multi 8 w/DSUB
- Smartport+ w/8 Port DSUB
- Hard Disk for IBM RISC
- 5 – Deskport Fast 28.8 Rackmount Modems
- IBM RISC 6000, IBM CD ROM Drive
- Gandalf 5242i w/POTS interface and edge router
- 2 – Serial COMM IBM Network Servers
- Gandalf Xpressway Chassis
- Smith Corona 5250 typewriter w/stand
- 2 – Sanyo recorders & Sanyo transcriber
- HP Scanjet Plus
- Sharp SF 7850 Copier w/Doc Feeder & Binsorter
- QMS 410 Laser Printer
- Apple Quadra 700, 20MB RAM, SCSI II HD
- DELL 450DE/2 DGX, 32MB RAM, 700MB SCSI HD, 525MB Internal Tape Drive, 17" Monitor
- NEC Versa Laptop
- 2 – Apple Quadra 840 A/V, 68040, 16MB RAM, 1GB HD, CD ROM
- HP Deskjet 1200C Printer
- Apple Laserwriter Pro 630
- Fellows 1216 paper shredder
- NEC Versa 486DX2/50A, 24Apple Laserwriter Pro 630
- Fellows 1216 paper shredder
- NEC Versa 486DX2/50A, 24MB RAM, 14.4 PCMCIA Modem, 540MB HD
- Thinkpad 750 Colors 340MB
- Pagemaker 8 – EXP3
- Apple Quadra 800 8/500CD, 1GB HD, CD ROM
- 2 - IBM 4MB X-Station 130, 2MB Video RAM, Sony 16" Color Monitor
- Intel Pentium 90MHz Tower, 1GB SCSI HD, 32MB RAM, CD ROM, 1.2GB SCSI HD, 17" MAG .28 SVGA Monitor
- AST 486 DX2, 66MHz, CD ROM, 8MB RAM, 540MB HD, 14.4 Fax Modem
- Gateway 2000 Pentium 133 Tower, P5-133 XL, 1.2GB IDE HD, 32MB RAM, CD ROM, 15" Sony Vivitron Monitor
- Gateway 2000 Pentium 133XL Tower, CD ROM, 32MB RAM, 2GB SCSI HD, 17" Sony Vivitron Monitor
- NEC Versa 4000 Notebook, 90 MHz, 24MB RAM, 28.8 PCMCIA Fax/Modem, 810MB HD, CD ROM, Ethernet/10 BaseT PCMCIA card, w/Docking Station
- Power Macintosh 8500/120, CD ROM, 2GB SCSI HD, 115MB RAM, 17" Apple Vision 1710 AV Display
- Panasonic Phone System, 11 – spkr phones w/display, 3 – spkr phones w/out display, 1 – DSS
- Packard Bell Pentium 100, Axcel 3520, 1.2GB IDE HD, 16MB RAM, Quadspeed CD ROM, Samsung 17" .28 MM Monitor
- Gateway 2000 Pentium 166XL Tower, CD ROM, 32MB RAM, 2GB SCSI HD, 17" Vivitron Monitor
- IBM RS 6000 43P-100, Quadspeed CD ROM, 2GB SCSI HD, 32MB RAM, IBM 8MM Tape Drive, IBM P50 15" Monitor
- Packard Bell Pentium 133 Axcel 1983CDW, Quadspeed CD ROM, 1.2GB IDE HD, 40MB RAM, 14.4 Fax/Modem, Samsung 17" .28MM Monitor
- NEC VERSA 2650CD 5/150, 1.4 GB HD, 16MB RAM

PATENT
REEL: 9123 FRAME: 0923

SCHEDULE 1

EXCEPTIONS TO ENCUMBRANCES

The foregoing are existing encumbrances; encumbrances of this type shall also be permitted in the future:

1. Liens of taxes and other governmental charges and assessments not yet due.
2. Inchoate worker' and materialmen' and suppliers' liens in respect of ordinary trade debt.
3. Licenses of Company's technology in the ordinary course of business.