FORM <b>PTO-1595</b> (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	06-08-1998	VER SHEET US DEPARTMENT OF COMMERCE Patent and Trademark Office		
Tab settings ⇔ ⇔ ⇔ ▼		JUN 4 V ]]/v		
To the Honorable Commission.	100729865	rd the attached ariginal documents or copy thereof.		
1. Name of conveying party(ies):	MAD 6-4-98	2. Name and address of receiving party(ies)		
KEPTEL, INC.		Name: THE BANK OF NEW YORK		
Additional name(s) of conveying party(ies) attached? Q Yes Q No				
3. Nature of conveyance:		·		
Assignment	Merger	Street Address: One Wall Street		
Security Agreement	Change of Name			
원 Other <u>GRANT</u> OF SEC	URITY INTEREST (PATENTS)	City: <u>New York</u> State: <u>NY</u> ZIP: 10286		
Execution Date: May 21, 1998		Additional name(s) & address(es) attached? 🗅 Yes 🖄 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)	J	B. Patent No.(s)		
		D367,646; 4,308,497; 4,641,115;		
Additional numbers attached? 🖸 Yes 🕱 No				
<ol><li>Name and address of party to window concerning document should be</li></ol>		6. Total number of applications and patents involved:		
Name: EMMET, MARVIN & MARTIN, LLP		7. Total fee (37 CFR 3.41)\$_160.00		
Internal Address: PATRIC:	IA M. VIOLETTE	80 Enclosed		
LEGAL 2	ASSISTANT	Authorized to be charged to deposit account		
Street Address: 120 BROAT	DWAY	8. Deposit account number:		
City: <u>NEW YORK</u> State:	<u>NY</u> <b>ZIP</b> : 10271	Attach duplicate copy of this page if paying by deposigaccount)		
DO NOT USE THIS SPACE 용				
9. Statement and signature. To the best of my knowledge and the original document.	d belief, the foregoing informa	ation is true and correct and any attached copy is a true copy of $\vec{x}$		
LORI POTTS	Xola	6/2/98		
Name of Person Signing Signature Total number of pages including cover sheet, attachments, and document:				
Mail documents to be recorded with required cover sheet information to ME: 0681 E Commissioner of Patents & Trademarks, Box Assignments				

### **GRANT OF SECURITY INTEREST (PATENTS)**

The undersigned, a Delaware corporation (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "Secured Party"), and has entered into a Security Agreement, dated as of May 21, 1998 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Administrative Agent a security interest in all of the right, title and interest of the Grantor in and to (i) all letters patent and all applications therefor listed on Schedule 1 and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof (the "Patents") together with all and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein and (iii) all proceeds thereof, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Patents to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

At such time as (i) the Lenders shall no longer have any obligation to make Revolving Loans, (ii) the Issuer shall no longer have (A) any obligation to issue Letters of Credit and (B) any obligations under the Letters of Credit theretofore issued, and (iii) the Obligations and all other amounts then due and owing under the Loan Documents shall have been paid in full in cash, the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 21st day of May, 1998.

KEPTEL-INC.

Name: Randall L. Talcott Title: Treasurer

PATENT REEL: 9207 FRAME: 0682 STATE OF NEW YORK ) ) ss.: COUNTY OF NEW YORK )

On this 21st day of May, 1998, before me personally came Randall L. Talcott, to me known, who, being by me duly sworn, did depose and say that he resides at 4641 North Magnolia Avenue, Unit 2N, Chicago, Illinois 60640; that he is the Treasurer of Keptel, Inc., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.

plla Notary Public

[Notary's Stamp] KATHLEEN E. PALAZZOLLA NOTARY PUBLIC, State of New York No. 43-4503546 Qual. in Rich. Co. Certificate Filed in in New York Country Commission Expires Jan. 31, 20

# - 2 - PATENT REEL: 9207 FRAME: 0683

## Schedule 1 to Grant of Security Interest (Patents) dated as of May 21, 1998

## **KEPTEL, INC.**

Patent Name		Issue
	Patent Number	Date
Enclosure for Terminating Cable Television Service at the Customer's Premises	D367,646	3/5/96
Peak Level Detector	4,308,497	12/29/81
Addressable Subscriber Cable Television System	4,475,123	10/2/84
Radio Frequency Chokes Having Two Windings and Means for Dampening Parasitic Resonances	4,641,115	2/3/87
Low-Power Feedforward Amplifier	4,677,390	6/30/87

### RECORDED: 06/04/1998

.