

04-08-1999



101005335

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)   If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

04/06/1999 JSHRQZZ 00000093 4446407

01 FC:581 560.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
REEL: 9857 FRAME: 0620

3-29-99

**Correspondent Name and Address**

Area Code and Telephone Number

212-715-9100

Name Richard L. Moss, Esq.

Address (line 1) Kramer Levin Naftalis & Frankel LLP

Address (line 2) 919 Third Avenue

Address (line 3) New York, New York 10022

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 10

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


4,446,407	D317,008	D317,608
5,586,090	D321,880	D317,607
D320,707	D321,879	D347,010

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

# 14

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

560.00

Method of Payment:  
Deposit Account

Enclosed  Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-0540

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Richard L. Moss, Esq., Reg. No. 39,782

Name of Person Signing

*Richard L. Moss*  
Signature

3/24/99  
Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)	Gemini Holdings, Inc.	Execution Date Month Day Year	03 02 1999
Name (line 2)		Execution Date Month Day Year	
Name (line 1)		Execution Date Month Day Year	
Name (line 2)		Execution Date Month Day Year	
Name (line 1)		Execution Date Month Day Year	
Name (line 2)		Execution Date Month Day Year	

**Receiving Party(ies)**

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)	Banque Nationale de Paris as Collateral Agent			<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Name (line 2)				
Address (line 1)	499 Park Avenue			
Address (line 2)				<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
Address (line 3)	New York City	New York/USA State/Country	10022 Zip Code	
Name (line 1)				
Name (line 2)				
Address (line 1)				
Address (line 2)				
Address (line 3)				

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
			D357,017		
			D364,872		
			D361,767		
			D391,224		
			D390,531		

**ASSIGNMENT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Gemini Holdings, Inc., a Delaware corporation (the "Grantor"), with principal offices at 215 Entin Road, P.O. Box 1115, Clifton, New Jersey 07014, hereby grants and assigns to Banque Nationale de Paris, as Collateral Agent, with principal offices at 499 Park Avenue, New York, N.Y. 10022, (the "Grantee"), a first priority security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations, including any renewals, and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents, including all reissues and extensions thereof, and patent applications, including all divisions, continuations and substitutes thereof (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Intellectual Property Security Agreement) and products of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

This Assignment is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Patent, Trademark and Copyright Pledge and Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 23, 1996 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"). Upon the indefeasible and irrevocable payment in full of all amounts, including principal, interest, fees and all obligations of the Grantor to the Grantee, owing by the Grantor pursuant to the Credit Agreement, dated as of December 23, 1996 and amended and restated as of March 3, 1999, by and among the Gemini Holdings, Inc., Gemini Industries, Inc., Direct Trading Limited, the Lenders party thereto and the Grantee, as agent on behalf of the Lender Parties (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Assignment.


This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Intellectual Property Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Intellectual Property Security Agreement, all terms and provisions of which (including, without limitation, the appointment by the Grantor of the Grantee as its attorney-in-fact with respect to the Intellectual Property Collateral (as such term is defined in the Intellectual Property Security Agreement) pursuant to Section 7 of the Intellectual Property

Security Agreement) are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall govern.

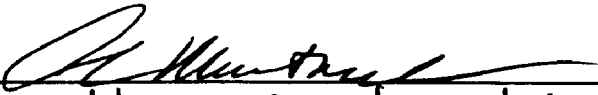
The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks and Patents.

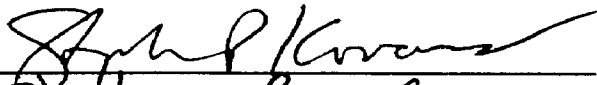
IN WITNESS WHEREOF, the undersigned have executed this Assignment as of  
the 3<sup>rd</sup> day of March, 1999.

GEMINI HOLDINGS, INC.,  
as Grantor

By   
Name: G NEBEL  
Title: CHM & CEO

BANQUE NATIONALE DE PARIS,  
as Grantee

By   
Name: Alan Mustacchi  
Title: Director

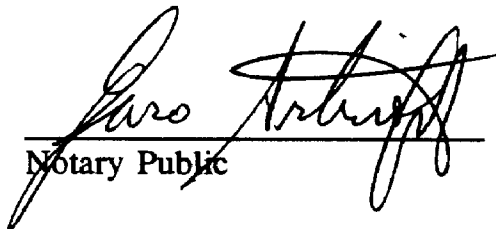
By   
Name: Stephen P. Kovacs  
Title: VP

[Signature Page to Assignment of Security Interest in  
United States Trademarks and Patents]

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 3<sup>rd</sup> day of March, 1999, before me personally came Alan Mustacchi

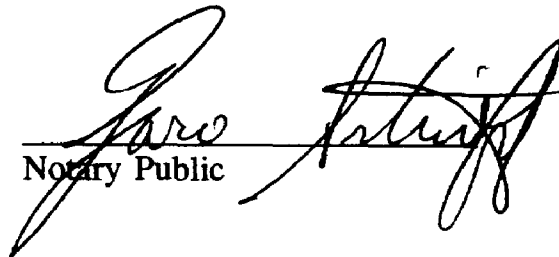
who, being by me duly sworn, did state as follows: that [s]he is Director of  
Banque Nationale de Paris, that [s]he is authorized to execute the foregoing Assignment on  
behalf of said corporation and that he did so by authority of the Board of Directors of said  
financial institution.

  
\_\_\_\_\_  
Notary Public

GARO ARTINOFF  
NOTARY PUBLIC, State of New York  
No. 01AR6004415  
Qualified in Queens County  
Commission Expires March 23, 2000

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 3<sup>rd</sup> day of March, 1999, before me personally came Stephen P. Kovacs who, being by me duly sworn, did state as follows: that [s]he is Vice President of Banque Nationale de Paris, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said financial institution.

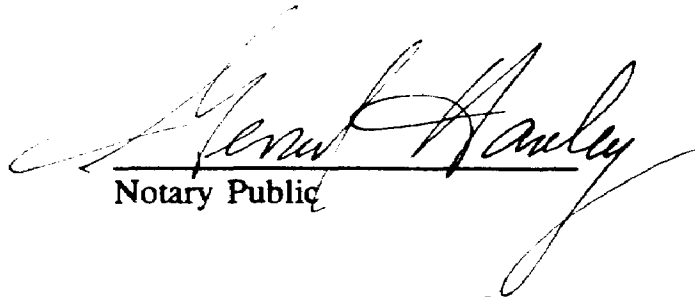
  
Notary Public

GARO ARTINOFF  
NOTARY PUBLIC, State of New York  
No. 01AR6004415  
Qualified in Queens County  
Commission Expires March 23, 2000



STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On this 2nd day of March, 1999, before personally came George Nebel  
who, being by me duly sworn, did state as follows: that [s]he is Chairman & CEO of  
Gemini Holdings, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf  
of said corporation and that [s]he did so by authority of the Board of Directors of said  
corporation.

  
Notary Public

**GERARD HANLEY**  
Notary Public, State of New York  
No. 01HA8016518  
Qualified in Richmond County  
Certificate Filed in New York County  
Commission Expires November 22, 2000

SCHEDULE A

**TRADEMARKS**

[NOT INCLUDED]

**SCHEDULE B**

**PATENTS**

ALL GEN ISSUED UTILITY US PATS  
AS OF FEBRUARY 17, 1999

				TITLE	ACT DUE	DUE DATE
GEN 3.0-011	APPLICATION:	355,401	08NR1982	ANTENNA ROTATOR APPARATUS	EXPIRES	08NR2002
	PATENT:	4,446,407	01NY1984			
GEN 3.0-018	APPLICATION:	342,149	18NO1994	ADAPTER FOR PLAYBACK OF SIGNALS FROM AN AUDIO DEVICE	EXPIRES WXT TAX	18NO2014 17JE2000
	PATENT:	5,586,090	17DE1996			

ALL GEN ISSUED DESIGN US PATS  
AS OF FEBRUARY 17, 1999

				TITLE	ACT DUE	DUE DATE
GEN 3.1-001	APPLICATION: PATENT:	256,364 0320,707	110C1988 150C1991	DISPLAY MODULE FOR AUDIO/VIDEO CASSETTES AND THE LIKE	EXPIRES	150C2005
GEN 3.1-003	APPLICATION: PATENT:	334,227 0317,008	06AP1989 21MY1991	SPEAKER	EXPIRES	21MY2005
GEN 3.1-004	APPLICATION: PATENT:	352,176 0321,880	15MY1989 26NO1991	STEREO RADIO	EXPIRES	26NO2005
GEN 3.1-005	APPLICATION: PATENT:	351,911 0321,879	15MY1989 26NO1991	STEREO RADIO	EXPIRES	26NO2005
GEN 3.1-006	APPLICATION: PATENT:	352,031 0317,608	15MY1989 18JE1991	STEREO CASSETTE PLAYER	EXPIRES	18JE2005
GEN 3.1-007	APPLICATION: PATENT:	351,913 0317,607	15MY1989 18JE1991	COMBINED STEREO RADIO AND CASSETTE PLAYER.	EXPIRES	18JE2005
GEN 3.1-013	APPLICATION: PATENT:	877,055 0347,010	01MY1992 17MY1994	ANTENNA	EXPIRES	17MY2008
GEN 3.1-014	APPLICATION: PATENT:	011,119 0357,017	27JL1993 04AP1995	REMOTE CONTROL UNIT	EXPIRES	04AP2009
GEN 3.1-015	APPLICATION: PATENT:	017,104 0364,872	05JA1994 05DE1995	REMOTE CONTROL UNIT	EXPIRES	05DE2009
GEN 3.1-017	APPLICATION: PATENT:	019,353 0361,767	28FE1994 29AU1995	ANTENNA	EXPIRES	29AU2009
GEN 3.1-019	APPLICATION: PATENT:	035,968 0391,224	10MR1995 24FE1998	BATTERY PACK	EXPIRES	24FE2012
GEN 3.1-019 DIV	APPLICATION: PATENT:	064,948 0390,531	15JA1997 10FE1998	PORTION OF A BATTERY PACK	EXPIRES	10FE2012