



101272143

Tab settings

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

1. Name of conveying party(ies):  
Califone International, Inc.

*MLP  
2-18-00*

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

2. Name and address of receiving party(ies)

Nam First Source Financial LLP

Internal Address: c/o First Source Financial, Inc.

Street Address: 2850 West Golf Road, Fifth Floor

City: Rolling Meadows State: IL ZIP: 60008

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

3. Nature of conveyance:

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

Execution Date: February 8, 2000

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 \_\_\_\_\_

A. Patent Application No.(s)  
-NONE-

B. Patent No.(s)  
-See the Attached-

Additional numbers attached?  Yes  No

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

*Federal Research Corporation  
400 Seventh St. N.W. Suite 101  
Washington DC 20004*

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41) ..... \$ 160.00

- 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 the original document.*

Rebecca L. Foley  
Name of Person

*Rebecca L. Foley*  
Signature

February 16, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

**Patents**

**Assigned Patents**

<b><u>Country or Territory</u></b>	<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Subject Matter</u></b>
United States	4031634	6/28/77	Teaching device
United States	4547678	10/15/85	Hybrid electric vehicle control methods and devices.
United States	D379,817	6/10/97	Headphone shell design
United States	5619584	4/8/97	Headphone

**AGREEMENT  
(Patent)**

**THIS AGREEMENT (PATENT)**, dated as of February 8, 2000 (this "**Agreement**"), between Califone International, Inc., a Delaware corporation, ("**Grantor**"), and **FIRST SOURCE FINANCIAL LLP**, an Illinois registered limited liability partnership, as "**Agent**" for all "**Lenders**" (as such terms are defined in the Secured Credit Agreement referred to below).

W I T N E S S E T H:

**WHEREAS**, pursuant to a Secured Credit Agreement dated as of February 8, 2000 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Secured Credit Agreement**"), between Grantor and FSFP, for itself, as a Lender, and as Agent for all other Lenders, Lenders have extended Commitments to make Loans and other extensions of credit to Grantor;

**WHEREAS**, in connection with the Secured Credit Agreement, Grantor has executed and delivered to Agent a Security Agreement, dated as of February 8, 2000 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**");

**WHEREAS**, as a condition precedent to the making of the initial Loans under the Secured Credit Agreement, Grantor is required to execute and deliver this Agreement and to grant to Agent a continuing security interest in all of the Patent Collateral (as defined below) to secure all Liabilities; and

**WHEREAS**, Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lenders to make Loans (including the initial Loans) and other extensions of credit pursuant to the Secured Credit Agreement, Grantor agrees, for the benefit of Agent and Lenders, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Security Agreement.

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of all of the Liabilities, Grantor does hereby pledge and grant to Agent a security interest in, in each case, for the benefit of Agent and Lenders, all of the following property of Grantor (other than any of the following property of Grantor constituting Excluded Property) (the "**Patent Collateral**"), whether now or hereafter owned, acquired, licensed, existing or arising:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in **Item A of Attachment 1** hereto;

(b) all patent licenses, including each patent license referred to in **Item B of Attachment 1** hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing **clauses (a) and b**; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in **Item A of Attachment 1** hereto, and for breach or enforcement of any patent license, including any patent license referred to in **Item B of Attachment 1** hereto, and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Agent in the Patent Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment and satisfaction in full of all Liabilities and the termination of all Commitments, Agent shall, at Grantor's expense, execute and deliver to Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

**SECTION 5. Acknowledgment.** Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6. Related Document, etc.** This Agreement is a Related Credit Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

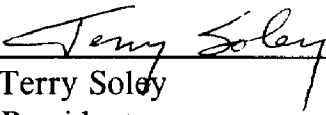
**SECTION 7. Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**Address:**

21300 Superior Street  
Chatsworth, CA 91311  
Attention: Terry Soley, President  
Telephone: (818) 407-2418  
Facsimile: (818) 407-2491

**CALIFONE INTERNATIONAL, INC., a**  
Delaware corporation

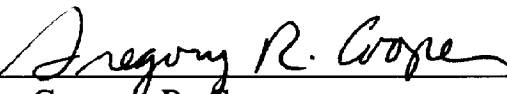
By:   
Name: Terry Soley  
Title: President

**Address:**

c/o First Source Financial, Inc.  
2850 West Golf Road  
5<sup>th</sup> Floor  
Rolling Meadows, Illinois 60008  
Telephone: (847) 734-2000  
Facsimile: (847) 734-7910

**FIRST SOURCE FINANCIAL LLP, an**  
Illinois registered limited liability  
partnership,  
individually and as Agent

By: First Source Financial, Inc., a  
Delaware corporation, its  
Agent/Manager

By:   
Name: Gregory R. Cooper  
Title: Senior Vice President

STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF COOK        )

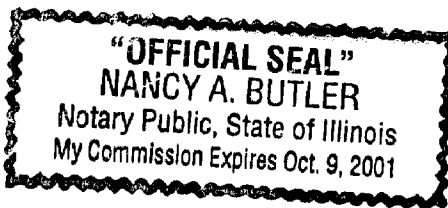
I, Nancy A. Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Terry Soley, personally known to me to be President of Califone International, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as President of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8<sup>th</sup> day of February, 2000.

Nancy A. Butler  
Notary Public

My Commission Expires:

10/09/01



STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF COOK        )

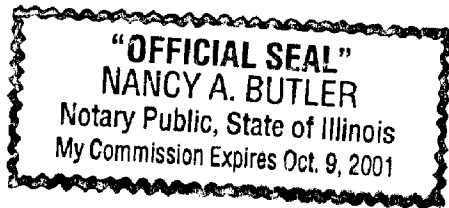
I, Nancy A Butler, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY that Gregory R. Cooper personally known to me to be a Senior Vice President of FIRST SOURCE FINANCIAL, INC., a Delaware corporation, the Agent/Manager of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that such person signed and delivered the said instrument as such officer of said corporation, pursuant to authority, given by the Board of Directors of said corporation as such person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8<sup>th</sup> day of February, 2000.

Nancy A Butler  
Notary Public

My Commission Expires:

10/09/01



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