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original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies): 2: 11 2: 53
CRL Systems, Inc. GUARANTEE
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Orban, Inc.
 Internal Address: _____
 Street Address: 1525 Alvarado Street
 City: San Leandro State: CA ZIP: 94577
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 31, 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 is: _____

A. Patent Application No(s).

08/984,448
29/069,255

B. Patent No(s).

4,241,266;
4,412,100; 4,460,871; 4,495,643; 4,525,857;
4,674,122; 4,837,824; 4,888,789; 5,050,217;
5,168,526; 5,282,252; 5,444,788; 5,574,791;
5,737,434; D398,289; D401,774; D414,770

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: William J. Leatherberry
 Internal Address: JONES, DAY, REAVIS & POGUE
 Street Address: 2727 N. Harwood Street
 City: Dallas State: Texas ZIP: 75201

6. Total number of applications and patents involved: 19

7. Total fee (37 CFR 3.41) \$ 760.00
 Enclosed
 Authorized to be charged to deposit account any fees in excess of amount enclosed which may be due herewith.

8. Deposit account number:
10-1202
 (Attach duplicate copy of this page if paying by deposit account)

07/18/2000 ASCOTT 00000263 08984448

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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.
Merri C. Merrill June 16, 2000
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

CERTIFICATE OF MAILING: I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL, POSTAGE PREPAID, IN AN ENVELOPE ADDRESSED TO: The Honorable Commissioner of Patents & Trademarks, Assignment Division, Box: Assignments, North Tower Building, Suite 10C35, Washington, D.C. 20231
 ON: June 16, 2000

Merri C. Merrill
 (Signature)
 Merri C. Merrill

SS Doc. #1109951

PATENT
REEL: 010909 FRAME: 0725

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 31, 2000 (this "**Patent Security Agreement**"), made by CRL Systems, Inc., a Nevada corporation (the "**Grantor**"), in favor of Orban, Inc., a Delaware corporation (the "**Lender**"), parties to the Guarantee and Collateral Agreement, dated as of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "**Collateral Agreement**"), made by Circuit Research Labs, Inc., an Arizona corporation, and the Grantor in favor of the Lender.

PRELIMINARY STATEMENTS:

A. Pursuant to the Credit Agreement, dated as of even date herewith (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), between the Grantor, as borrower, and the Lender, the Lender has agreed to extend credit to the Grantor, as borrower, upon the terms and subject to the conditions set forth in the Credit Agreement.

B. In order to induce the Lender to enter into the Credit Agreement, the Grantor granted to the Lender a security interest in all of the Grantor's assets described in the Collateral Agreement, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, and all proceeds thereof as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations (as defined in the Collateral Agreement).

C. The Grantor will derive substantial direct and indirect benefit from the Lender extending credit to the Grantor under the Credit Agreement.

D. The Grantor owns the patents and patent applications identified on Schedule 1 annexed hereto.

E. Pursuant to the Collateral Agreement, the Grantor has agreed to execute and deliver to the Lender such instruments and documents as the Lender may reasonably request in order to obtain and preserve the full benefits of the Collateral Agreement, and in connection therewith the Lender desires that the Grantor enter into, and the Grantor desires to enter into, this Patent Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby assigns, transfers and grants to the Lender, a security interest in all of the following property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (all of the following items or types of property being herein collectively referred to as the "**Patent Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(1) (a) all letters patent, including, without limitation, utility patents, design patents, industrial designs and utility model registrations, of the United States or any other country, or any political subdivision thereof and all reissues and extensions thereof, including, without limitation, those listed in Schedule 1 annexed hereto, (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, those listed in Schedule 1 annexed hereto, and (c) all rights to obtain any reissues, reexaminations or extensions thereof (collectively, the "**Patents**");

(2) all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to make, use, sell, offer to sell, or import any invention covered in whole or in part by a Patent, including, without limitation, those listed in Schedule 1 annexed hereto, and all renewals and extensions thereof (collectively, the "**Patent Licenses**"); and

(3) all products, royalties and Proceeds (as defined in the Security Agreement) of or received in connection with the foregoing, and all claims and rights to sue at law or in equity for past, present or future infringement, dilution or other impairment of any Patent or Patent License, including the right to receive all proceeds and damages from the foregoing.

Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

CRL SYSTEMS, INC.

A handwritten signature in black ink, appearing to read "C. Jayson Brentlinger", is written over a horizontal line.

C. Jayson Brentlinger, President and Chairman
of the Board

U.S. PATENT REGISTRATIONS

<u>PATENT NO.</u>	<u>DATE ISSUED</u>
4,241,266	12/23/80
4,412,100	10/25/83
4,460,871	7/17/84
4,495,643	1/22/85
4,525,857	6/25/85
4,674,122	6/16/87
4,837,824	6/6/89
4,888,789	12/19/89
5,050,217	9/17/91
5,168,526	12/1/92
5,282,252	1/25/94
5,444,788	8/22/95
5,574,791	11/12/96
5,737,434	4/7/98
D398,289	9/15/98
D401,774	12/1/98
D414,770	10/5/99

U.S. PATENT APPLICATIONS

<u>APP. NO.</u>	<u>DATE FILED</u>
29/069,255	7/23/99
08/984,448	12/3/97 (Foreign Filing License Granted)

PATENT LICENSES

<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
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NONE.