

10-06-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECO



To the Honorable Director of Patents and Trad.

101481173

uments or copy thereof

1. Name of conveying party(ies):
Digital Sound CorporationAdditional name(s) of conveying party(ies) attached? ☐ YES ☒ NO

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Correction of Assignment Recordation to
 Recordation of Security Agreement
 (previously recorded at Reel 8792, Frame 0259).
☐ Other

Execution Date: November 3, 1997

2. Name and address of receiving party(ies):

Name: Imperial Bank
 Street Address: 695 Town Center Drive, Suite 100
 City: Costa Mesa State: CA ZIP: 92626

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 Number(s) 08358917 & 08515574
5163050, 5400394, 4689760

B. Patent Number(s) 5267322,Additional number(s) attached? ☐ YES ☒ NO

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

Name: Lise A. Rode
UNISYS Corporation
Unisys Way, MS/E8-114
Blue Bell, PA 19424-0001

6. Total number of applications and patents involved: 67. Total fee (37 CFR 3.41): \$ 240.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number: 19-3790

(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 copy of the original document.

Lise A. Rode

Name of Person Signing

37,226

Registration. No.

Signature

July August 1, 2000
 Date

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

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Director of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

10/03/2000 DBYME 00000131 193790 08358917

USPTO Form 1595 [Rev. 8-99] CH

PATENT
REEL: 011122 FRAME: 0316

Docket No. 29170-13



100573623

To the Hon. Commissioner

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Digital Sound Corporation

Additional name of conveying party attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name Imperial Bank

Internal Address: _____

Street Address: 695 Town Center Drive, Suite 100City: Costa Mesa State CA ZIP 92626Additional name(s) and address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____Execution Date: November 3, 1997

4. Application number(s) or patent numbers:

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

A. Patent Application No.(s)

08/358,971

08/515,574

B. Patent No.(s)

5,267,322

5,163,050

4,689,760

5,400,394

Additional numbers attached? ☐ Yes ☒ No

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

Name Anthony Adler, Esq.Address: MITCHELL, SILBERBERG & KNUPP LLPStreet Address 11377 West Olympic BoulevardCity: Los Angeles State CA ZIP 900646. Total number of applications and patents involved: 67. Total fee (37 CFR 3.41) \$240.00☒ Enclosed☒ Any discrepancy or overpayment is authorized to be charged to deposit account 13-3735

8. Deposit Account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Anthony Adler

Name of Person Signing

Signature

November 5, 1997

Date

Total number of pages including cover sheet, attachments, and document: 611/18/1997 VBROWN 00000053 08358971
FC:581 240.00 OP

DO NOT USE THIS SPACE

**MORTGAGE, ASSIGNMENT AND GRANT OF SECURITY INTEREST
WITH RESPECT TO PATENTS AND OTHER COLLATERAL**

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Digital Sound Corporation, a California corporation (the "Debtor"), the principal offices of which are located at 6307 Carpenteria Avenue, Carpenteria, California 93013, does hereby irrevocably mortgage, pledge, assign and grant a continuing security interest to Imperial Bank, a California chartered bank (the "Secured Party" or "Bank") having an office located at 695 Town Center Drive, Suite 100, Costa Mesa, California 92626, and to the Secured Party's successors and assigns, in all right, title and interest of the Debtor, now owned or hereafter acquired throughout the universe, in and to all of the collateral described in Schedule A attached hereto including, without limitation, (a) the "Patents" (as such term is defined in Schedule A attached hereto), and (b) all accounts and accounts receivable generated by such Patents (all of the foregoing collateral is hereinafter severally and collectively referred to as the "Collateral"), as security for the payment and performance (whether presently existing or hereafter arising) of any and all indebtedness and obligations of the Debtor to the Bank (collectively, the "Obligations") pursuant to the terms of (i) those certain Security and Loan Agreements as amended, dated July 28, 1997, by and between the Debtor and Secured Party, (ii) the General Security Agreement as amended, by and between Debtor and Secured Party, dated July 28, 1997, (iii) all promissory notes of Debtor in favor of Secured Party and (iv) all other agreements and documents between Debtor and Secured Party now existing or hereafter entered into, as any of the foregoing may be amended, modified, and/or restated from time to time (collectively, the "Loan Documents"). The repayment of the Obligation are also secured by all other personal property of the Debtor.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral is subject to all of the applicable terms and conditions in the Loan Documents. Upon the occurrence of a default or breach by Debtor under any of the Loan Documents, the Bank may exercise any and all rights and remedies of the Bank under the Loan Documents, and the laws of State of California and of the United States of America and any other relevant jurisdictions.

The Debtor does hereby irrevocably appoint the Bank as the Debtor's attorney in fact to do all acts and things permitted or contemplated by the terms hereof and/or any of the Loan Documents. This power of attorney is coupled with an interest and is irrevocable.

The Debtor agrees that if any person, corporation, partnership, trust, limited liability company or other entity shall do or perform any acts which the Bank believes infringes any right of the Debtor or any right of the Bank to the extent granted hereby, then the Bank may and shall have the right to take such steps and institute such suits or proceedings as the Bank may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof and to generally take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties, but the Bank shall not be obligated to do any of the foregoing. The Bank

may take such steps or institute such suits or proceedings in its own name or in the name of the Debtor or in the names of the parties jointly.

This Mortgage, Assignment and Grant of Security Interest With Respect to Patents and Other Collateral shall in all respects be subject to, construed in accordance with and governed by, the laws of the State of California without giving effect to that State's choice of law rules.

IN WITNESS WHEREOF, the undersigned has executed this instrument as
of the 3rd day of ~~October~~, 1997.
NOVEMBER

DIGITAL SOUND CORPORATION,
a California corporation

By: B. R. S. Suh

Its: VP AND CFO

DEBTOR: Digital Sound Corporation, a California corporation

SECURED PARTY: Imperial Bank, a California chartered bank

SCHEDULE A

(A) (i) all of the following personal property of Debtor subject to the limitations set forth in Paragraph (B) below, whether presently existing or hereafter invented, created, written, produced or acquired: (a) all patents and patent applications filed in the United States Patent and Trademark Office (including, without limitation, those described in Schedule 1 attached hereto), and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (b) licenses pertaining to any patent whether Debtor is licensor or licensee, (c) all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (d) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (e) the reissues, divisions, continuations, renewals, extensions and continuations-in-part with any of the foregoing (all of the foregoing patents and applications and interests under patent license agreements, together with the items described in clauses (a) through (e) in this paragraph are sometimes herein individually and collectively referred to as the "Patents") except as limited by Paragraph (B) below, and (ii) all products and proceeds including, without limitation, insurance proceeds, of any of the foregoing.

(B) Notwithstanding Paragraph (A) above, all Patents, as defined in Paragraph (A), clause (i) above, include only rights in the Patents necessary to make, use, offer to sell, sell or import any of the goods of Debtor including, without limitation, equipment and inventory (including, without limitation, all export inventory), or necessary to sell, collect, enforce, or otherwise exploit any of the accounts receivable, accounts, chattel paper and/or contracts of Debtor.

(C) Nothing in this agreement shall abridge or limit Debtor's rights or abilities to license and/or assign, subject to the rights of Secured Party set forth herein, the Patents.

DEBTOR: Digital Sound Corporation, a California corporation

SECURED PARTY: Imperial Bank, a California chartered bank

SCHEDULE 1

Patents

<u>Patent or Application Number</u>	<u>Description</u>	<u>Date of Issuance or Filing</u>
5267322	Digital Automatic Gain Control with Lookahead, Adaptive Noise Floor	11/30/1993
4689760	Digital Tone Decoder and Method of Decoding Tones Using Linear Prediction Coding	8/25/1987
5163050	Configurable Parameterized DTMF Detector	11/10/1992
5400394	Adaptive Echo Canceller for Voice Messaging System	3/21/1995
08/358971	Voice Controlled Messaging System and Processing Method	10/19/1994
08/515574	Method and Apparatus for Reliable Access to Audio and Facsimile Message	8/16/1995

ALL-PURPOSE ACKNOWLEDGMENT

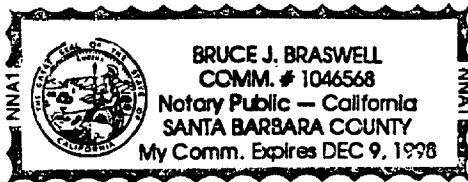
State of California)
County of SANTA BARBARA)

On NOV. 3, 1997 before me, BRUCE J. BRASWELL
DATE
personally appeared B. ROBERT SULT
NAME(S) OF SIGNER(S)

☐ personally known to me -OR-
☒ proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) ~~is/are~~ subscribed to the within instrument and
acknowledged to me that ~~he/she/they~~ executed the same in his/~~her/their~~
authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

Witness my hand and official seal.

Bruce J. Braswell
SIGNATURE OF NOTARY



CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
☒ CORPORATE VICE PRESIDENT
OFFICER(S) CHIEF FINANCIAL OFFICER
TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ SUBSCRIBING WITNESS
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DIGITAL SOUND CORPORATION

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT: Mortgage, Assignment and Grant of Security Interest With
Respect to Copyrights and Other Collateral

Though the data requested here is not required
by law, it could prevent fraudulent reattachment
of this form.

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE xxx



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

DECEMBER 30, 1997

MITCHELL, SILBERBERG & KNUPP, LLP
ANTHONY ADLER, ESQ.
11377 WEST OLYMPIC BOULEVARD
LOS ANGELES, CA 90064



100573623A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/13/1997

REEL/FRAME: 8792/0259
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

DIGITAL SOUND CORPORATION

DOC DATE: 11/03/1997

ASSIGNEE:

IMPERIAL BANK
695 TOWN CENTER DRIVE, SUITE 100
COSTA MESA, CALIFORNIA 92626

SERIAL NUMBER: 08358971
PATENT NUMBER:

FILING DATE: 10/19/1994
ISSUE DATE:

SERIAL NUMBER: 08515574
PATENT NUMBER:

FILING DATE: 08/16/1995
ISSUE DATE:

SERIAL NUMBER: 07806763
PATENT NUMBER: 5267322

FILING DATE: 12/13/1991
ISSUE DATE: 11/30/1993

SERIAL NUMBER: 07644934
PATENT NUMBER: 5163050

FILING DATE: 01/23/1991
ISSUE DATE: 11/10/1992

**PATENT
REEL: 011122 FRAME: 0323**

SERIAL NUMBER: 06670585
PATENT NUMBER: 4689760

FILING DATE: 11/09/1984
ISSUE DATE: 08/25/1987

SERIAL NUMBER: 08265697
PATENT NUMBER: 5400394

FILING DATE: 06/23/1994
ISSUE DATE: 03/21/1995

TARA WASHINGTON, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENT
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignments
Director for Patents
Washington, D.C. 20231

S I R:

COMMUNICATION AND
REQUEST FOR CORRECTION OF RECORDATION OF SECURITY AGREEMENT

Please correct the following Security Agreement erroneously identified in the original recordation cover sheet as an Assignment, Reel/Frame number 8792/0259 in the following listed applications or patents:

PATENT NUMBER

1. 5,400,394
2. 5,163,050
3. 5,267,322
4. 4,689,760

APPLICATION NUMBER

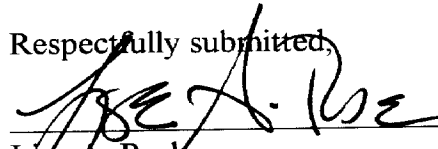
1. 08/358,917
2. 08/515,574
- 3.
- 4.

A copy of the executed Security Agreement (as originally filed with erroneous cover sheet) and corrected Recordation Form Cover Sheet is attached herewith.

Authorization is hereby given to charge a fee of \$240 (as required by 37 CFR § 3.41) associated with this communication or credit any overpayment to Deposit Account No. **19-3790**. A duplicate copy of this sheet is enclosed.

Dated: August 1, 2000

Respectfully submitted,



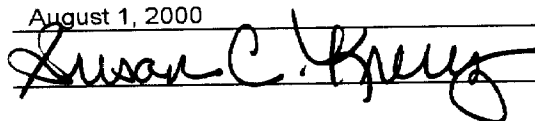
Lisa A. Rode
Registration No. 37,226

Unisys Corporation
Unisys Way
MS/E8-114
Blue Bell, Pennsylvania 19424-0001
(215) 986-5169

The Director for Patents is hereby authorized to charge payment to Deposit Account No. **19-3790** of any fees associated with this communication.

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Director for Patents, Washington, D.C. 20231 on:

August 1, 2000



PATENT
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box Assignments
Director for Patents
Washington, D.C. 20231

S I R:

COMMUNICATION AND
REQUEST FOR CORRECTION OF RECORDATION OF SECURITY AGREEMENT

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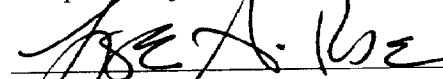
PATENT NUMBER	APPLICATION NUMBER
1. 5,400,394	1. 08/358,917
2. 5,163,050	2. 08/515,574
3. 5,267,322	3.
4. 4,689,760	4.

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Respectfully submitted,



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Unisys Corporation
Unisys Way
MS/E8-114
Blue Bell, Pennsylvania 19424-0001
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August 1, 2000

