

09-25-2002

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Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
FULLAUDIO CORPORATIONAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 09/13/02

2. Name and address of receiving party(ies)

Name: TRANSAMERICA TECHNOLOGY FINANCE CORPORATION

Internal Address: _____

Street Address: 76 BATTERSON PARK ROAD

City: FARMINGTON State: CT Zip: 06032

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) see attached Exhibit B

B. Patent No.(s) See attached
Exhibit BAdditional numbers attached? ☒ Yes ☐ No

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

Name: _____

RETURN TO:**FEDERAL RESEARCH CORP****400 SEVENTH STREET NW****SUITE 101****WASHINGTON DC 20004**

City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved: 17

7. Total fee (37 CFR 3.41) \$ 650.00

☐ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Allen M. Sailer, Sr. Vice President
Name of Person Signing

Signature

09/20/02

Date

Total number of pages including cover sheet, attachments, and documents: 7

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

09/26/2002 6TOM11 00000049 0445705

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PATENT
REEL: 013305 FRAME: 0402

Exhibit "B"PATENTS

<u>Patent Description/Title</u>	<u>Issue Date</u>	<u>Patent No.</u>	<u>Name of Inventor</u>
<u>Electronic Transmitter</u>	<u>July 31, 2001</u>	<u>US D445,705</u> <u>S</u>	<u>Adriana B.</u> <u>Kliegman; Steven J.</u> <u>Gible; Carrie A.</u> <u>Labunski; Michael</u> <u>Goodman; Gregory</u> <u>S. Hinzmann</u>
<u>Electronic Receiver</u>	<u>August 7, 2001</u>	<u>US D446,143</u> <u>S</u>	<u>Adriana B.</u> <u>Kliegman; Steven J.</u> <u>Gibble; Carrie A.</u> <u>Labunski; Gregory</u> <u>S. Hinzmann</u>

PATENT APPLICATIONS

<u>Description</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Name of Inventor</u>
<u>Structure and Method for</u> <u>Selecting, Controlling and</u> <u>Sending Internet-Based or</u> <u>Local Digital Audio to an</u> <u>AM/FM Radio or Analog</u> <u>Amplifier</u>	<u>August 31, 1999</u>	<u>60/151,714</u>	<u>Gladwin, et al</u>
<u>Structure and Method for</u> <u>Selecting, Controlling and</u> <u>Sending Internet-Based or</u> <u>Local Digital Audio in an</u> <u>AM/FM Radio or Analog</u> <u>Converter</u>	<u>August 29, 2000</u>	<u>09/649,981</u>	<u>Gladwin, et al</u>
<u>Electronic Device</u>	<u>November 10,</u> <u>2000</u>	<u>29/132,456</u>	<u>Graceffa</u>
<u>Electronic Device With</u> <u>Controls</u>	<u>November 10,</u> <u>2000</u>	<u>29/132,541</u>	<u>Graceffa, et al</u>

<u>Structure and Method for Selecting, Controlling and Sending Internet-Based or Local Digital Audio to an AM/FM Radio or Analog Converter</u>	<u>November 8, 2000</u>	<u>09/709,772</u>	<u>Gladwin, et al</u>
<u>Interaction Remote Control or Audio or Video Playback and Selection</u>	<u>November 10, 2000</u>	<u>60/246,923</u>	<u>Spurgat, et al</u>
<u>Digital Audio and Video Distribution and Playback</u>	<u>November 10, 2000</u>	<u>60/247,311</u>	<u>Spurgat, et al</u>
<u>Digital Data File Subscription System</u>	<u>November 10, 2000</u>	<u>60/247,492</u>	<u>Spurgat, et al</u>
<u>Content Protection Through the Audio and Video Decrypting and Decoding Device</u>	<u>April 11, 2001</u>	<u>09/883,173</u>	<u>Spurgat, et al</u>
<u>Proximity Synchronization of Audio Content Among Multiple Playback and Storage Devices</u>	<u>May 16, 2001</u>	<u>09/858,415</u>	<u>Spurgat, et al</u>
<u>Proximity Synchronizing Audio Playback Device</u>	<u>May 16, 2001</u>	<u>09/859,057</u>	<u>Spurgat, et al</u>
<u>Proximity Synchronizing Audio Gateway Device</u>	<u>May 16, 2001</u>	<u>09/858,810</u>	<u>Spurgat, et al</u>
<u>Digital Content Distribution and Subscription System</u>	<u>November 6, 2001</u>	<u>PCT/US01/4 4146</u>	<u>Spurgat, et al</u>
<u>Interactive Remote Control of Audio or Video Playback and Selections</u>	<u>November 6, 2001</u>	<u>09/944,011</u>	<u>Spurgat, et al</u>
<u>Digital Audio and Video Distribution Transmission and Playback</u>	<u>November 6, 2001</u>	<u>PCT/US01/4 4141</u>	<u>Spurgat, et al</u>

IP Agreement Short Form (Patents and Trademarks)

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 13, 2002, is entered into between **FULLAUDIO CORPORATION**, a Delaware corporation ("Grantor"), which has a mailing address at 14 East Jackson (also known as 247 South State Street), Suite 1220, Chicago, IL 60604, and **TRANSAMERICA TECHNOLOGY FINANCE CORPORATION** ("TTFC"), a Delaware corporation, having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and having an office at 76 Batterson Park Road, Farmington, CT 06032.

RECITALS

A. Grantor and TTFC are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to TTFC.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to TTFC, Grantor hereby grants, assigns, and conveys to TTFC a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of TTFC for past, present, and future infringements of the

trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of TTFC for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) The entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to TTFC with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes TTFC to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from TTFC's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Loan Agreement. This Agreement has been granted in conjunction with the security interest granted to TTFC under the Loan Agreement. The rights and remedies of TTFC with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of TTFC, except as specifically permitted hereby.

3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving TTFC greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to TTFC under the Loan Agreement.

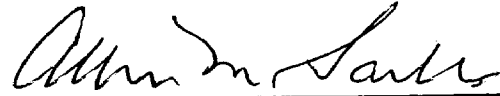
3.4 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

SIGNATURE PAGE TO FOLLOW

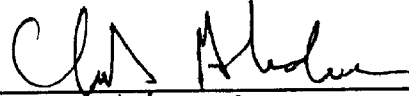
SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TRANSAMERICA TECHNOLOGY FINANCE
CORPORATION

By: 
Title: Allen M. Sailer
Sr. Vice President

FULLAUDIO CORPORATION

By: 
Title: President & CEO