

06-10-2004

R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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102762553

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

SpeakerCraft, Inc.

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

3. Nature of conveyance:

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

Execution Date: February 20, 2004

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation, as agent

Internal Address: _____

Street Address: 1633 Broadway

City: New York State: NY ZIP: 10019

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)

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ NoRECEIVED
2004 JUN -8 AM 7:33
OPR/FINANCE

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 W. Wacker Dr.

6/09/2004 REGISTRATION 00000043 D419516

FC:0081

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REEL: 015428 FRAME: 0651

CONTINUATION ITEM 2

Fleet Capital Canada Corporation, as agent

300 The East Mall

Suite 120

Toronto, Ontario, Canada M9B 6B7

A Canadian Corporation

Continuation Item 7

Subsidiary

Patent

Patent No.

Serial No.

Speaker Frame Assembly

D340,718

812,374

Terminal Housing

D337,308

797,764

Terminal Wall Plate

D345,729

796,138

Two-Way Speaker

29/173,083

Universal Electronic Volume Control

60/435,424

(21)

SpeakerCraft, Inc.

Flush-Mount Duplex-Pivoting Speaker Design

D419,516

Flush-Mount Pivoting Speaker-Utility

6,101,262

Panel Mount Speaker Support System-Utility

5,400,412

CONFIRMATORY PATENT SECURITY AGREEMENT

CONFIRMATORY PATENT SECURITY AGREEMENT, dated as of February 20, 2004, by each of Elan Home Systems, L.L.C., SpeakerCraft, Inc., and Operator Specialty Company, Inc. (collectively, the "Grantors") and Fleet Capital Corporation ("Fleet", and in its capacity as administrative agent, "Administrative Agent"), a Rhode Island corporation with an office at 1633 Broadway, New York, New York 10019, and Fleet Capital Canada Corporation ("Fleet Canada", and in its capacity as Canadian agent, "Canadian Agent"), a Canadian corporation with an office at 300 The East Mall, Suite 120, Toronto, Ontario, M9B 6B7 Canada (together with Fleet and the other Lenders party to the Loan and Security Agreement (as defined below), the "Lenders").

WHEREAS, each of the Grantors is owner of all right, title and interest in and to its respective inventions set forth in the patent applications and patents identified in Schedule I hereto;

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 25, 2002 herewith by and among Grantors, the other Borrowers named therein and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan and Security Agreement"), Lenders have agreed to make the Loans (as defined in the Loan and Security Agreement) for the benefit of Grantors and the other Borrowers named therein;

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined

herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.

Each Grantor, pursuant to the Loan and Security Agreement, hereby does and did grant to Administrative Agent and Canadian Agent, on behalf of Lenders a continuing first priority security interest in all of the respective Grantor's right, title and interest in and to the following, throughout the world, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its right, title and interest in and to its respective patents, patent applications, and underlying inventions (collectively, the "Patents"), including those listed on Schedule I hereto;

(b) all counterparts, reissues, reexaminations, continuations, continuations-in-part, divisions, substitutions, extensions or renewals of the foregoing, and every priority right that is or may be predicated upon or arise from the foregoing;

(c) all products and proceeds of the foregoing, including, without limitation, any claim or right to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to any of the foregoing, or any license, agreement, contract or matter relating thereto.

3. SECURITY AGREEMENT. The security interests granted to the Administrative Agent and Canadian Agent on behalf of Lenders pursuant to this Confirmatory Patent Security Agreement are granted pursuant to the security interests granted to the

Administrative Agent and Canadian Agent on behalf of Lenders pursuant to the Loan and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent and Canadian Agent on behalf of Lenders with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory

Patent Security Agreement as of the date first above written.

ELAN HOME SYSTEMS, L.L.C.

By: Edward J. Cooney

Name: Edward J. Cooney

Title: Vice President and Treasurer

SPEAKERCRAFT, INC.

By: Edward J. Cooney

Name: Edward J. Cooney

Title: Vice President and Treasurer

OPERATOR SPECIALTY COMPANY, INC.

By: Edward J. Cooney

Name: Edward J. Cooney

Title: Vice President and Treasurer

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender

By: _____

Name: _____

Title: _____

FLEET CAPITAL CANADA CORPORATION,
as Canadian Agent and as a Canadian Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory

Patent Security Agreement as of the date first above written.

ELAN HOME SYSTEMS, L.L.C.

By: _____

Name: _____

Title: _____

SPEAKERCRAFT, INC.

By: _____

Name: _____

Title: _____

OPERATOR SPECIALTY COMPANY, INC.

By: _____

Name: _____

Title: _____

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender

By: 

Name: David Forito

Title: SVP

FLEET CAPITAL CANADA CORPORATION,
as Canadian Agent and as a Canadian Lender

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Confirmatory

Patent Security Agreement as of the date first above written.

ELAN HOME SYSTEMS, L.L.C.

By: _____

Name: _____

Title: _____

SPEAKERCRAFT, INC.

By: _____

Name: _____

Title: _____

OPERATOR SPECIALTY COMPANY, INC.

By: _____

Name: _____

Title: _____

FLEET CAPITAL CORPORATION,
as Administrative Agent and as a Lender

By: _____

Name: _____

Title: _____

FLEET CAPITAL CANADA CORPORATION,
as Canadian Agent and as a Canadian Lender

By:  _____

Name: **Doug McKenzie**

Title: **Vice President &**

General Manager

SCHEDULE I
to
CONFIRMATORY TRADEMARK SECURITY AGREEMENT
PATENTS

<u>Subsidiary</u>	<u>Patent</u>	<u>Patent No.</u>	<u>Serial No.</u>
<u>Elan Home Systems, L.L.C.</u>	Audio Distribution System	5,131,048	639,507
	Audio Distribution System With Controllable Volume Override	5,577,128	134,139
	Compact Remote Control	D348,435	818,230
	Dual Voice Speaker		29/173,082
	Face Plate for Electric Housing Units	D355,197	818,232
	Flush Mount Speaker System		60/435,103
	Illuminated Indicator Wall Switch	D347,211	817,898
	Improved Audio Distribution System	5,666,428	253,833
	Improved Audio Distribution System Having Programmable Zoning Features	5,761,320	494,655
	Lightwave Distribution System for Audio & Video Services and Terminal Equipment Therefor	5,483,371	134,768
	Multi-Channel Audio Amplifier		60/435,089
	Multi-Functional Residential Communications System		60/445,295
	Outdoor Speaker (Front Perspective)		29/173,097
	Outdoor Speaker (Perspective Front & Sides)		29/173,081
	Remote Control	D365,100	817,850
	Signal Distribution System	5,130,893	630,647

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Subsidiary**Patent****Patent No.****Serial No.**

Speaker Frame Assembly

D340,718

812,374

Terminal Housing

D337,308

797,764

Terminal Wall Plate

D345,729

796,138

Two-Way Speaker

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