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05-10-2000

HEET

U.S. DEPARTMENT OF Patent and Trademark



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

5-9-00

1. Name of conveying party(ies): FINOVA Capital Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State DE, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Release and Reassignment

Execution Date: February 8, 2000

2. Name and address of receiving party(ies)

Name: Califone International, Inc. f/k/a CE Inc.

Internal Address, Street Address: 21300 Superior Street, City: Chatsworth State: CA Zip: 91311

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation State Delaware, Other

If assignee is not domiciled in the United States, a designation is attached: Yes No

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

4. Application number(s) or trademark

A. Trademark Application No.(s) NONE

B. Trademark Registration -See the Attached-

Additional numbers attached? Yes

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

Name:

RETURN TO: Federal Research Corporation, 400 Seventh St., N.W., Suite 101, Washington, DC 20004

City: Stat ZIP 1

6. Total number of applications and registrations 4

7. Total fee (37 CFR 3.41) \$ 115.00

- Enclosed, Authorized to be charged to deposit

8. Deposit account number:

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

03/09/2000 DCURTES 0000089 582612

DO NOT USE THIS SPACE

01 FC:481 40.00 DP, 02 FC:482 75.00 DP

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.

Rebecca L. Foley Name of Person

Signature

3/06/00 Date

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

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

SCHEDULE ACALIFONE INTERNATIONAL INC.
TRADEMARKS

	<u>MARK</u>	<u>REGISTRATION NO.</u>
(1)	CALIFONE	582,612
(2)	TRAKLITE - <i>light inside tone arm</i>	1,012,113
(3)	CALIFONE	1,186,512
(4)	DRAKE CALIFONE	1,888,328

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SCHEDULE B

(List of Patents)

NONE

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT (this "**Release**") is made as of February 9 , 2000, by FINOVA Capital Corporation ("FINOVA"), a Delaware corporation. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. (as defined herein).

WITNESSETH:

WHEREAS, FINOVA and Califone International, Inc., a Delaware corporation formerly known as CE Inc. ("**Borrower**") are parties to **(i)** a certain Credit Agreement, dated as of January 31, 1997 (the "**Credit Agreement**"); and **(ii)** a certain Collateral Assignment of Patents and Trademarks dated as of January 31, 1997 (the "**Assignment**") in which borrower has, granted a security interest to FINOVA in, and a collateral assignment to FINOVA of, among other things, the Patents and Trademarks (in each case as defined below) as security for Borrower's obligations under the Credit Agreement, including the Patents and Trademarks set forth on **Schedule A and Schedule B** hereto; and

WHEREAS, the Assignment was recorded in the United States Patent and Trademark Office on February 19, 1997, in the Trademark Division at Reel 1554, Frame 0877; and

WHEREAS, Borrower and its affiliates have satisfied the obligations under the Credit Agreement in full and Borrower has requested that FINOVA release its security interest in the Intellectual Property Collateral (as hereinafter defined) and reassign the same to Borrower;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. FINOVA hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following assets (all of which being hereinafter referred to as the "**Intellectual Property Collateral**"):

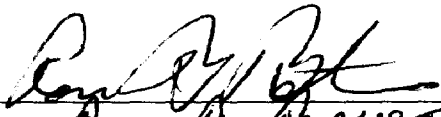
(a) patents and trademarks including, without limitation, the trademark applications and trademarks listed in Schedule A attached hereto and trademark registrations identified therein, and the patent applications and patents listed in Schedule B attached hereto, (all as may be amended pursuant hereto from time to time) all proceeds of infringement suits thereof, the right (but not the obligation) to sue for past, present and future infringements thereof and all rights (but not obligations) corresponding thereto, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (collectively the "Patents and Trademarks," individually, the "Patents" and "Trademarks") and in and to the goodwill and assets of the business to which each of the Trademarks relate.

2. FINOVA hereby reassigns, grants and conveys to Borrower without any representation, recourse or undertaking by FINOVA, all of FINOVA's right, title and interest in and to the Intellectual Property Collateral.

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IN WITNESS WHEREOF, FINOVA has caused this Release and Reassignment
be duly executed by its duly authorized officer as of the day and year first above written.

FINOVA CAPITAL CORPORATION

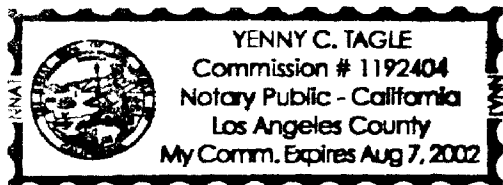
By: 
Name: RON W. RUBENSTEIN
Title: Vice President

ACKNOWLEDGEMENT

STATE OF California

COUNTY OF Los Angeles

On this 18th day of February 1999 before me personally appeared Ken B. Bornstein, to me known to be the individual who executed the foregoing instrument and acknowledged to me that such person executed the same as the duly authorized officer above designated of FINOVA Capital Corporation, a Delaware corporation.



Yenny C. Tagle
Notary Public
My Commission Expires:

August 7, 2002