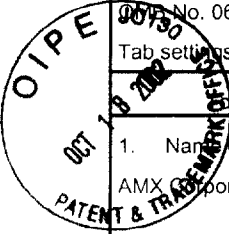


11-05-2002



102270823



Tab settings

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

1. Name of conveying party(ies):  
AMX Corporation **10-19-02**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: Bank One, NA  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 1717 Main Street, 3<sup>rd</sup> Floor  
City: Dallas State: TX Zip: 75201  
 Individual(s) citizenship \_\_\_\_\_  
 Association national banking association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

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

3. Nature of conveyance  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: September 30, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
See Exhibit C attached hereto. **74441692**

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: J. Colter Harris  
Internal Address: Jackson Walker L.L.P.  
Street Address: 901 Main Street, Suite 6000  
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 15  
7. Total fee (37 CFR 3.41) ..... \$ 390.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(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.*

J. Colter Harris                      [Signature]                      October 17, 2002  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 6

11/04/2002 LNUELLER 00000181 74441892

01 FC:8521  
02 FC:8522

40.00 OR  
350.00 OR

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

3241775

**EXHIBIT C  
U.S. Trademarks**

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SYNERGY	74/441,892	09/30/1993	2,283,437	10/05/1999
AMX and Design	74/309,192	08/31/1992	1,789,191	08/24/1993
AUDIOEAST	75/187,209	10/24/1996	2,128,549	01/13/1998
VIEWPOINT	78/053,394	03/15/2001		
AXCESS	75/411,681	12/29/1997	2,297,415	12/07/1999
RADIA	75/411,679	12/29/1997	2,295,100	11/30/1999
AXCENT	74/309,194	08/31/1992	1,785,323	08/03/1993
POSITRACK	78/015,898	07/07/2000	2,510,572	11/20/2001
Miscellaneous Design (House)	75/284,030	04/30/1997	2,432,475	03/06/2001
PHAST	75/284,066	04/30/1997	2,213,905	12/29/1998
PHASTLINK	75/289,521	05/09/1997	2,380,215	08/29/2000
NETLINK	78/055,020	03/26/2001		
MEDIABLITZ	78/062,471	05/08/2001		
AMX and Design	78/060,334	04/25/2001		
MODERO	76/453,100	09/26/2002		

**Foreign Trademarks**

<u>Mark</u>	<u>Country</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
VIEWPOINT	Russia	2001/729180	09/26/2001		
VIEWPOINT	Singapore	T01/15206B	09/26/2001		
VIEWPOINT	Taiwan	90-039802	09/26/2001		
VIEWPOINT	Australia	890352	09/26/2001		
VIEWPOINT	Canada	1117051	09/26/2001		
VIEWPOINT	CTM	2389955	09/26/2001		
VIEWPOINT	Hong Kong	2001-15684	09/26/2001		
VIEWPOINT	Israel	152264	09/26/2001		
VIEWPOINT	Japan	2001-089380	10/04/2001		
PHAST	Australia	737847	06/27/1997		
PHAST	CTM	568170	06/27/1997		
PHAST	Japan	157007/97	09/11/1997	4495528	
PHASTLINK	Australia	737848	06/27/2001		
NETLINX	Argentina	2354172	11/28/2001		
NETLINX	Australia	890353	09/26/2001		
NETLINX	Canada	1117050	09/26/2001		
NETLINX	CTM	2390037	09/26/2001		
NETLINX	Hong Kong	2001-15683	09/26/2001		
NETLINX	Israel	152265	09/26/2001		
NETLINX	Russia	2001/729181	09/26/2001		
NETLINX	Taiwan	90-039803	09/26/2001		

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement dated September 30, 2002 is between AMX Corporation, a Texas corporation ("Grantor") and Bank One, NA ("Bank").

**RECITALS**

A. Pursuant to and subject to the terms and conditions set forth in that certain Letter Loan Agreement (the "Loan Agreement") dated the date hereof between Grantor and Bank, Bank has agreed to make advances to Grantor ("Loans").

B. The Loans are secured (the "Liens") by all of Grantor's assets pursuant to, among other documents, that certain Security Agreement dated the date hereof executed by Grantor to Bank (the "Security Agreement") and such collateral includes, without limitation, all of Borrower's Copyrights, Trademarks, Patents, and Mask Works (each as defined in the Loan Agreement and in the Security Agreement) and other intellectual property (the "Intellectual Property Collateral").

C. Grantor and Bank desire to enter into this agreement for the purpose of placing notice of Bank's Liens of record in the registry of the United States Patent and Trademark Office and the United States Copyright Office (a division of the Library of Congress).

**AGREEMENT**

Grantor has granted and hereby grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D respectively), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement and the Security Agreement. Bank's rights and remedies in the security interest are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement, the Security Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:  
BANK ONE, NA, a national banking association

GRANTOR:  
AMX Corporation, a Texas Corporation

By:   
(Signature)  
FRED Poind  
(Printed name)  
FVP  
(Title)

By:   
(Signature)  
Jean M. Nelson  
(Printed name)  
VP + CFO  
(Title)