

Tab settings 4898

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attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Zenith Electronics Corporation

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

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

2. Name and address of receiving party(ies)

Name: Citicorp North America, Inc.

Internal Address:

Street Address: 399 Park Avenue

City: New York State: NY ZIP: 10043

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: December 31, 1997

4. Application number(s) or patent number(s):

See Attached Schedule I

A. Trademark Application No.(s)

- 75/316,032 74/068,964
75/274,383
310,646
251,291
75/270,994

Additional numbers attached? Yes No

See attached Schedule I

B. Trademark Registration No.(s)

1,681,598

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

Michael L. Perry

Name: c/o Paul, Hastings, Janofsky & Walker, LLP

Internal Address:

07/13/1998 JSMDRAZZ 00000154 1681598

01 FC:481 40.00 OP
02 FC:482 125.00 OP

Street Address: 600 Peachtree Street, NE

City: Atlanta State: GA ZIP: 30308

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

04/15/1998 SSMITH 00000039 1681598

01 FC:481 40.00 OP
02 FC:482 125.00 OP

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.

Michael L. Perry Name of Person Signing

Signature

Date 7/13/98

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

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") executed by Zenith Electronics Corporation, a Delaware corporation (the "Borrower"), on this 31st day of December, 1997,

WHEREAS, the Borrower owns the trademarks listed on Schedule I attached hereto (the "Trademarks"); and

WHEREAS, the Borrower, Citicorp North America, Inc., (the "Agent"), Citibank, N.A., as Issuing Bank (the "Issuing Bank"), and the financial institutions party thereto as Lenders (the "Lenders"), are parties to that certain Credit Agreement dated as of March 31, 1997 (as amended, supplemented or modified from time to time, the "Credit Agreement"); and

WHEREAS, as a condition to the execution of the Credit Agreement by the Agent, the Lenders, and the Issuing Bank, and the providing of the credit facility set forth thereunder, the Borrower granted to the Agent, for its benefit and the benefit of the Lenders and the Issuing Bank, a perfected security interest in its assets to secure the payment of all Obligations (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of that certain Trademark Collateral Security Agreement dated as of March 31, 1997 (as amended, supplemented or modified from time to time, the "Trademark Security Agreement") executed by the Borrower in favor of the Agent, the Borrower has assigned and pledged to the Agent a lien on and security interest in all right, title and interest of the Borrower in, to and under all the Trademark Property (as defined in the Credit Agreement), including the goodwill of the Borrower's business symbolized by the Trademark Property, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment of all Obligations, and the Borrower is required to execute this Agreement to pledge any additional Trademark Property acquired by the Borrower; and

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees that all capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement, and the Borrower does hereby collaterally assign and pledge to the Agent, for its own benefit and for the benefit of the Issuing Bank and the Lenders, and hereby grants to the Agent, for its own benefit and for the benefit of the Issuing Bank and the Lenders, a security interest in, the Borrower's entire right, title and interest, in the

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United States and throughout the world, in and to the following, whether now owned or hereafter arising or acquired:

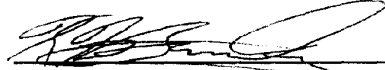
- (i) the Trademarks listed on Schedule I attached hereto;
- (ii) all reissues, extensions, renewals, translations, adaptations, derivations and combinations of any of the items subscribed in the foregoing clause (i);
- (iii) all licenses and other agreements providing the Borrower with the right to use any of the types of items referred to in the foregoing clauses (i) and (ii);
- (iv) all of the goodwill of the business connected with the use of, and symbolized by the items subscribed in the foregoing clauses (i) and (ii);
- (v) the right to sue third parties for past, present and future infringements of any property described in the foregoing clauses (i) or (ii) and, to the extent applicable, in the foregoing clause (iii); and
- (vi) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or (to the extent applicable and if permitted by applicable) Trademark license, referred to in the foregoing clause (iii), or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license, and all rights corresponding thereto throughout the world.

The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment and pledge made hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

ZENTH ELECTRONICS CORPORATION

By:
Its:


Assistant Treasurer

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TRADEMARK
REEL: 1752 FRAME: 0471

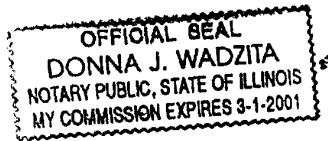
STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing Grant of Security Interest in Trademarks was executed and acknowledged before me this 29th day of January, 1998, by Kevin F. Brindley and personally known to me to be the Asst. Treasurer of Zenith Electronics Corporation, a Delaware corporation, on behalf of such Corporation.

Donna J. Wadzita
NOTARY PUBLIC

My Commission expires: 3/1/01

(SEAL)



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TRADEMARK
REEL: 1752 FRAME: 0472

SCHEDULE I
 ZENITH ELECTRONICS CORPORATION
 DOMESTIC TRADEMARKS - UPDATE
 December 31, 1997

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASSING
SCHOOL BOX	75/316,032		6/27/97		9 - Network Computing Terminals
SITESCENE	75/274,383		4/14/97		9 - Audio-visual displays having network communications capability and hardware and software for interfacing audio-visual displays with two-way communications networks
Z12C	310,646		6/17/97		9 - Video set top boxes
ZENITH	251,291		3/4/97		42 - Services: Providing information via the internet/world wide web

MARK	SERIAL NO.	REG. NO.	FILING DATE	ISSUE DATE	CLASS NO.
WAVESPORT	75/270,994		4/8/97		9 - Audio-Visual Displays having network communications capability and hardware and software for interfacing audio-visual displays with two-way communications networks
ENTERPRISE EXCHANGE	74/068,964	1,681,598	6/14/90	3/31/92	9 - Local Area Network interconnect modules

SCHEDULE I

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE
SCHOOL BOX	75/316,032	N/A	6/27/97
SITESCENE	75/274,383	N/A	4/14/97
Z12C	310,646	N/A	6/17/97
ZENITH	251,291	N/A	3/4/97
WAVESPORT	75/270,994	N/A	4/8/97
ENTERPRISE EXCHANGE	74/068,964	1,681,598	6/14/90

N/A = Not Available