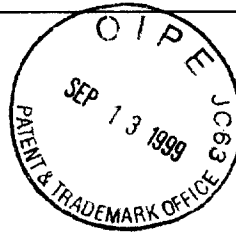


MRO
9-13-99



09-15-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
08 20 99

Conveying Party

Mark if additional names of conveying parties attached

Name LABTEC INC.

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization MASSACHUSETTS

Receiving Party

Mark if additional names of receiving parties attached

Name THE CHASE MANHATTAN BANK, AS ADMINISTRATIVE AND COLLATERAL AGENT

DBA/AKA/TA

Composed of

Address (line 1) 600 FIFTH AVENUE

Address (line 2)

Address (line 3) NEW YORK

NEW YORK

10020

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other BANKING CORPORATION

Citizenship/State of Incorporation/Organization NEW YORK

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/14/1999 DCDATES 00000106 75395881

01 FC:481
02 FC:482

40.00 DP
200.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001958 FRAME: 0552

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(212) 836-7091

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/395881"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1754347"/>	<input type="text" value="1588600"/>	<input type="text" value="1739522"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1997450"/>	<input type="text" value="1857215"/>	<input type="text" value="1861697"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1991854"/>	<input type="text" value="2124891"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Jean Crawford

Name of Person Signing

Signature

9/10/99

Date Signed

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Labtec Inc., a Massachusetts corporation (the "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as administrative and collateral agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") defined in the Credit Agreement dated as of the date hereof, among the Borrowers named therein, the guarantors named therein (the "Guarantors"), the Lenders, and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and any Lenders party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement and the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 600 Fifth Avenue, New York, New York 10020.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be
duly executed by its officer thereunto duly authorized as of the 20th day of August,
1999.

LABTEC INC.

By 

Name: Marc J. Leder
Title: Co-Chairman, Chief Financial Officer,
Treasurer and Senior Vice President,
Finance

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS



<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
PANACEA	02/23/93	1754347
POWERSENSOR	08/27/96	1997450
SEIZE THE POWER	08/06/96	1991854
SPACEBALL	03/27/90	1588600
SPACECONTROLLER	10/04/94	1857215
SPACEORB	12/30/97	2124891
SPACEWARE	12/15/92	1739522
THE BIG PICTURE	11/08/94	1861697

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
ANIMATION	11/25/97	75/395881