

03-21-2003



T

Docket No.:

16122.2

Tab settings

102396379

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

1. Name of conveying party(ies): 3-403  
Wavecrest Corporation

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other
  - Association
  - Limited Partnership
  - Merger
  - Change of Name

Execution Date: February 5, 2003

2. Name and address of receiving party(ies):

Name: J. Stephen Schmidt

Internal Address: \_\_\_\_\_

Street Address: 830 Belanger Drive

City: Anoka State: MN ZIP: 55303

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
78/140,473

B. Trademark Registration No.(s)  
2,242,742

Additional numbers  Yes  No

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

Name: Thomas L. McMasters

Internal Address: Fredrikson & Byron, P.A.

4000 Pillsbury Center

Street Address: 200 South Sixth Street

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

061910

03/21/2003 ECOOPER 00000029 78140473

DO NOT USE THIS SPACE

01 FC:8521 40.00 BP  
02 FC:8522 25.00 OP

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.*

Thomas L. McMasters  
Name of Person Signing

2/25/03  
Date

Reg No. 45,593 Signature

Total number of pages including cover sheet, attachments, and

5

TRADEMARK

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2003, by WAVECREST CORPORATION, a Minnesota corporation ("Grantor"), in favor of J. Stephen Schmidt ("Lender").

### W I T N E S S E T H:

WHEREAS, Grantor and Lender are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

WHEREAS, Grantor and Lender (as assignee of U.S. Bank National Association) are parties to and that certain Security Agreement dated December 28, 1999 between Grantor and U.S. Bank National Association (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WAVECREST CORPORATION

By *Dennis J. Leisz*  
Name DENNIS LEISZ  
Title president

ACCEPTED AND ACKNOWLEDGED BY:

J. STEPHEN SCHMIDT

By *J. Stephen Schmidt*  
Name J STEPHEN SCHMIDT  
Title N/A

ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota )  
  ) SS  
COUNTY OF Hennepin )

On this 5<sup>th</sup> day of February, \_\_\_\_\_ before me personally appeared Dennis J. Leisz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Wavecrest Corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}

*[Signature]*  
Notary Public

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Wave logo	2242742	

**TRADEMARK APPLICATIONS**

Application for the mark "PLOT INTERPRETER", Ser. No. 78140473.

**TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		