

10-17-03

10-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Britannia Investment Corporation (f/k/a Polk Investment Corporation) Individual(s) Association General Partnership Limited Partnership Corporation-State of Delaware Other 10-17-03 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Merrill Lynch Business Financial Services Inc. Internal Address: Street Address: 222 North LaSalle Street City: Chicago State: IL Zip: 60601 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of Delaware 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: 09/25/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 74/685,460 75/932,159 76/122,175 76/176,622 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Mark S. Rattner, Esq. Law Firm: Riker, Danzig, Scherer, Hyland & Perretti LLP Street Address: One Speedwell Avenue, P.O. Box 1981 City: Morristown State: NJ Zip: 07962-1981

6. Total number of applications and registrations involved: 25 7. Total fee (37 CFR 3.41): \$ 640.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 500444

DO NOT USE THIS SPACE

9. Signature. 10/17/2003 6T0N11 00000088 500444 74685460 40.00 DA 500.00 DA Mark S. Rattner Name of Person Signing

Signature: Mark S. Rattner Date: 10/15/2003

30

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

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

TRADEMARK REEL: 002846 FRAME: 0091

**Recordation Form Cover Sheet
(Trademarks)**

**Conveying Party: Britannia Investment Corporation
(f/k/a Polk Investment Corporation)
Receiving Party: Merrill Lynch Business Financial Services Inc.**

Continuation of Item 4:

Additional Trademark Application Numbers:

76/176,621

76/247,843

73/117,659

74/619,362

74/696,817

75/549,682

75/549,683

73/404,332

74/696,819

75/129,394

75/259,287

73/406,935

74/696,818

74/258,747

73/538,068

75/197,772

75/597,479

74/614,102

75/211,617

75/252,715

73/404,331

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS is made this [25th] day of September, 2003, by BRITANNIA INVESTMENT CORPORATION (formerly known as Polk Investment Corporation), a corporation of the State of Delaware having its principal office at 2550 Britannia Boulevard, San Diego, California 92173 (the "Assignor"), in favor of MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having an address at 222 North LaSalle Street, Chicago, Illinois 60601 ("MLBFS").

RECITALS:

WHEREAS, the Assignor owns the entire right, title, and interest in and to the Patents and Trademarks (as each is defined below) ; and

WHEREAS, MLBFS has made certain loans, advances, extensions of credit or other financial accommodations to Polk Audio, Inc. pursuant to a certain WCMA Loan and Security Agreement dated as of May 29, 2003 (as the same may hereafter be modified, amended or supplemented, the "Loan Agreement"). All capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement and certain other Loan Documents, Assignor has granted to MLBFS a security interest in (a) the patents, patent applications and patent licenses set forth in **Schedule I** annexed hereto (collectively, the "Patents"), which the Assignor hereby represents is a correct and complete list of patents, patent applications and patent licenses in which it has any beneficial interest, as of the date hereof and:

- (i) all other extant letters patent of the United States or any other country or political subdivision, all formulations, inventions, registrations and recordings thereof in the United States or any other country or political subdivision, all applications for letters patent of the United States or any other country or political subdivision (the "Future Patents"), including, without limitation, all formulations, inventions, registrations, recordings and applications in the United States Patent and Trademark Office or any other country or political subdivision; (ii) all reissues, continuations, divisions, continuations in part or extensions of any of the foregoing; (iii) all formulations and inventions disclosed and claimed therein, including all improvements thereto and the right to make, use and/or sell the formulations and inventions disclosed and claimed therein; (iv) the right to sue for past, present and future infringement of any of the foregoing; (v) any written agreement executed or to be executed by the Assignor granting to any third party any right to practice any formulation and/or invention disclosed or claimed in a patent, now or hereafter held by the Assignor, or granting to the Assignor any right to practice any formulations and/or inventions disclosed and claimed in a patent now or hereafter owned by any third party; and (vi) any claim of the

Assignor against third parties for past, present or infringement of any patent or patent license, and any and all other amounts from time to time paid or payable in connection with any of the foregoing, and any and all other proceeds of the foregoing; and

(b) the trademarks, trademark registrations and trademark applications set forth in **Schedule II** annexed hereto (collectively, the "Trademarks"), which the Assignor hereby represents is a correct and complete list of trademarks, trademark registrations, and trademark applications in which it has any beneficial interest as of the date hereof, and:

- (i) all other trademarks, trademark registrations and trademark applications (the "Future Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including, without limitation each trademark, trademark registration and trademark application referred to in **Schedule II** annexed hereto;
- (ii) each trademark license, including, without limitation, each trademark license listed in **Schedule II** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark licensed; and
- (iii) all products and proceeds of the foregoing, including, without limitation, any claim by the Assignor against third parties for past, present or future unfair competition, violation of intellectual property rights, or infringement or dilution of any trademark or trademark registration, including, without limitation any trademark or trademark registration referred to in **Schedule II** annexed hereto, and any trademark licensed under any trademark license, including, without limitation, any trademark license listed in **Schedule II** annexed hereto, or for unfair competition with or injury to any trademark, trademark registration or trademark licensed under any trademark license or the goodwill associated with any of the foregoing;

(collectively, the "Collateral") to secure any and all obligations of the Assignor to MLBFS set forth in the Loan Agreement and the other Loan Documents including, without limitation, the obligations of the Assignor to MLBFS arising under that certain unconditional Guaranty of Assignor dated May 29, 2003 (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby agrees:

1. Assignment. In order to secure the prompt payment, and observance of the Obligations, the Assignor does hereby collaterally assign to MLBFS any and all of its rights in the Collateral. It is expressly understood and agreed that the collateral assignment hereunder is in addition to, and not in replacement of, the security interests in the General Intangibles and Intellectual Property granted under the Loan Agreement, and the Assignor hereby acknowledges and affirms such grant of security interest in favor of MLBFS.
2. Assignor's Covenants. The Assignor hereby agrees and covenants:

(a) Validity; Actions. The Assignor has notified MLBFS in writing of (i) all prior licenses, conveyances and transfers of which it is aware and which are in effect as of the date hereof and (ii) all suits pending, or litigation threatened, of which the Assignor has actual knowledge, in each case which relate in any way to any of the Patents or Trademarks. The Assignor (either itself or through licenses) will, for each Patent and Trademark and all Future Patents and Future Trademarks, take reasonable steps to ensure that the Assignor does not knowingly do any act, or knowingly omit to do any act, whereby any Patent or Trademark or Future Patent and Future Trademark may become invalidated or dedicated and shall continue to mark any products covered by a Patent or Future Patent with the relevant patent number as required by the patent laws. Notwithstanding the foregoing, provided that no Event of Default shall have occurred and be then continuing, the Assignor may abandon any Collateral that the Assignor deems to be worthless or of little value (collectively, the "Abandoned Collateral"), provided, however, the Assignor shall provide MLBFS with prior notice of the same.

(b) Notification. The Assignor shall deliver to MLBFS at least annually at the time of the delivery of its annual financial statements to MLBFS during the term of the Loan Agreement, (i) a written report of the status of each part or item of the Collateral, detailing (x) for any newly acquired patents and trademarks, the nature thereof and the status or any applications for registration thereof, (y) for existing Patents and Trademarks, (A) the status of any applications for renewal or extension of the registration thereof and (B) any information regarding the abandonment or dedication of the same, and (z) any other determination or development regarding the ownership of any of the Patents and Trademarks and Future Patents and Future Trademarks and the Assignor's right to register the same, or to keep and maintain the same, including, but not limited to, the commencement of, or any development in, any litigation or proceeding affecting any Patent, Trademark, Future Patent to Future Trademark in the United States Patent and Trademark Office or any court. In addition, the Assignor shall notify MLBFS within thirty (30) days of its acquisition and registration of any new patents and trademarks.

(c) Filings. With respect to any Future Patents or Future Trademarks, at the request of MLBFS, Assignor shall execute, deliver and file for record, at its expense, in the United States Patent and Trademark office, notice of this security interest in favor of MLBFS in the form required by and reasonably acceptable to MLBFS.

(d) Maintenance. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will take all steps reasonably necessary in any proceeding before the United States Patent and Trademark office to maintain and pursue each application relating to the Patents and Trademarks and all Future Patents and Future Trademarks, which are or may become a part of the Collateral or may become subject to the Loan Agreement (and to obtain the relevant grant or registration) and to maintain each registration of all such Patents and Trademarks and Future Patents and Future Trademarks for the full term or terms permitted by law, including, without limitation, appropriate filing of applications for renewal, affidavits of use, affidavits of incontestability and maintenance fees, and where appropriate, to initiate opposition, interference and cancellation proceedings against third parties.

(e) Infringement, Misappropriation or Dilution. Subject to Section 2(a) with respect to Abandoned Collateral, the Assignor will protect the Collateral from infringement, unfair competition, misappropriation, dilution and/or damage. In the event that the

Assignor believes that any Collateral has been infringed, misappropriated or diluted by a third party, the Assignor shall, to the extent that Assignor deems appropriate in its reasonable business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral, including the defense of any legal actions making such claims.

(f) Validity. The Assignor has notified MLBFS in writing (i) of all prior licenses, conveyances and transfers of which it is aware and which are in effect, and (ii) of all suits pending, or litigation threatened of which the Assignor has actual knowledge which relate in any way to any of the Collateral.

3. Acknowledgement of Rights and Remedies. The Assignor does hereby further acknowledge, affirm and consent and agree to the rights and remedies of MLBFS with respect to the assignment of, and grant of security interests in, the Collateral made and granted hereunder and more fully set forth in the Loan Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. Termination of Assignment. Upon the final and indefeasible payment in full of all of the Obligations, this Assignment of Patents and Trademarks shall terminate and be void and of no further force or effect and all rights in the Patents and Trademarks shall be reassigned to the Assignor. At such time and upon the request of Assignor, MLBFS will provide to the Assignor, at the Assignor's expense, all release and reassignment documents and agreements reasonably requested by the Assignor, including without limitation all documents necessary to evidence such reassignment in the United States Patent and Trademark Office.

5. No Waiver: No Obligation of MLBFS. (A) The failure of MLBFS to exercise any right granted to it under this Assignment of Patents and Trademarks shall not be, nor shall it be construed to be, a waiver thereof and shall not bar MLBFS from continuing to exercise such rights in the future.

(B) MLBFS shall have no obligations as to the Collateral, including but not limited to taking any steps toward renewing any registrations of the Collateral or taking any action to defend any of the Collateral from any claims from infringement, unfair competition, misappropriation, dilution or damage or otherwise.

6. Governing Law. Except to the extent that federal law preempts the construction hereof, this Assignment of Patents and Trademarks shall be governed by, and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and performed in such State (without giving effect to conflict of laws principles).

7. Severability. The terms of this Assignment of Patents and Trademarks are severable. If any term hereof shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

8. Further Assurances. The Assignor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the reasonable discretion of MLBFS) to effect the terms hereof.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Patents and Trademarks as of the date hereinabove written.

WITNESS:

BRITANNIA INVESTMENT
CORPORATION

By: Toni Tucker
Name: Toni Tucker
Title: Executive Assistant

By: George Klopfer
George Klopfer
President

SCHEDULE 1

PATENTS

Status as of September 10, 2003

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
BANDPASS SUB-WOOFER HAVING PAIRED FACE-TO-FACE DRIVERS	07/764,335	U.S.	09890.0200	ABANDONED
BANDPASS WOOFER AND METHOD	2,198,116	CANADA	09890.0203	ISSUED
BANDPASS WOOFER AND METHOD	EP 95929442.2	EPO	09890.0205	PENDING
BANDPASS WOOFER AND METHOD	PCT/US95/10118	PCT	09890.0216	COMPLETE
BANDPASS WOOFER AND METHOD	07/954,697 (FWC of 07/764,335)	U.S.	09890.0217	ABANDONED
BANDPASS WOOFER AND METHOD	95195236.6	CHINA	09890.0234	ISSUED
BANDPASS WOOFER AND METHOD	5,475,764 (CIP of 07/954,697)	U.S.	09890.0236	ISSUED
SOUND SYSTEM WITH ISOLATION OF DIMENSIONAL SUB-SPEAKERS	4,759,066	U.S.	09890.0300	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,489,432	U.S.	09890.0400	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	1,198,683	CANADA	09890.0403	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2529933	JAPAN	09890.0410	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	2,122,459	UNITED KINGDOM	09890.0421	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,924,963	U.S.	09890.0500	EXPIRED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2,002,593-0	CANADA	09890.0503	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	89250128.9	EPO	09890.0505	ABANDONED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	2-911	JAPAN	09890.0510	ABANDONED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,569,074	U.S.	09890.1700	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	P3519644.0-09	GERMANY	09890.1707	ISSUED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	4,497,064	U.S.	09890.1800	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	1,195,933	CANADA	09890.1803	EXPIRED
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING AN EXPANDED ACOUSTIC IMAGE	2128059	UNITED KINGDOM	09890.1821	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
METHOD AND APPARATUS FOR REPRODUCING SOUND HAVING A REALISTIC AMBIENT FIELD AND COUSTIC IMAGE	4,630,298	U.S.	09890.1900	ISSUED
A COMPACT AND EFFICIENT SUB-WOOFER SYSTEM AND METHOD FOR INSTALLATION IN STRUCTURAL PARTITIONS	4,903,300	U.S.	09890.2500	ABANDONED
SUB-WOOFER SYSTEM USING A PASSIVE RADIATOR	4,350,847	U.S.	09890.2600	EXPIRED
OPTIMIZED LOW FREQUENCY RESPONSE OF LOUDSPEAKER SYSTEMS HAVING MAIN AND SUB-SPEAKERS	4,638,505	U.S.	09890.2700	ISSUED
TWEETER SPEAKER FOR THE MM3000	07/856,944	U.S.	09890.3200	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/014,643	U.S.	09890.3217	ABANDONED
TWEETER SPEAKER FOR THE MM3000	29/028,239	U.S.	09890.3257	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD	08/177,080	U.S.	09890.3700	ABANDONED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	2,198,113	CANADA	09890.3703	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95930898.2	EPO	09890.3705	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	98105627.3	Hong Kong	09890.3708	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	8-508269	JAPAN	09890.3710	ISSUED

TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PCT/US95/10664	PCT	09890.3716	COMPLETE
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	5,517,573 (CIP of 08/177,080)	U.S.	09890.3717	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	PI 9508771-0	BRAZIL	09890.3728	ISSUED
PORTED LOUDSPEAKER SYSTEM AND METHOD WITH REDUCED AIR TURBULENCE	95195235.8	CHINA	09890.3734	PENDING
PORTED LOUDSPEAKER SYSTEM AND METHOD	5,809,154	U.S.	09890.3736	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	5,696,357	U.S.	09890.4100	ISSUED
IMPROVED BASS-REFLEX LOUDSPEAKER	PCT/US96/13636	PCT	09890.4116	PENDING
AUDIO SPEAKER WITH INTEGRAL BRACKET	5,730,409	U.S.	09890.4200	SURRENDERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	60/114,601	U.S.	09890.4600	ABANDONED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	PCT/US99/31244	PCT	09890.4616	COMPLETE
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	89-100035	TAIWAN	09890.4620	REGISTERED
IMPROVED LOUDSPEAKER MOUNTING SYSTEM	1-2000-00019	PHILIPPINES	09890.4674	ABANDONED

DESIGN PATENTS

Status as of May 19, 2003


TITLE	APP. NO./SER. NO./REG. NO.	COUNTRY	S&W REFERENCE	STATUS
VEHICLE SPEAKER	Des. 350,135	U.S.	09890.0700	ISSUED
SPEAKER	Des. 351,839	U.S.	09890.0800	ISSUED
SPEAKER WITH STAND	Des. 351,388	U.S.	09890.1000	ISSUED
RUBBER EDGE SURROUND	Des. 357,480	U.S.	09890.3500	ISSUED
LOUDSPEAKER	Des. 384,353	U.S.	09890.4300	ISSUED
LOUDSPEAKER	80025	CANADA	09890.4303	ABANDONED
LOUDSPEAKER	M 9606687.3	GERMANY	09890.4307	EXPIRED
LOUDSPEAKER	Des. 387,058	U.S. (divisional)	09890.4317	ISSUED
LOUDSPEAKER	2058415 AND 2058416	UNITED KINGDOM	09890.4321	ABANDONED

427683.3

SCHEDULE II

**U.S. and International Trademark Portfolio
In the Name of Britannia Investment Corporation**











Trademark No.	Country	Registration No.	Registration Date	Priority Date	Serial No.	Filing Date	Legal Status	Owner	Goods/Services	Class	Renewal Date
1865__0000	U.S.	75/100,909	05/08/1996	06/17/1997	2,071,549	06/17/1997	Expired	Britannia Investment Corporation	audio loudspeakers and electronic components, namely, amplifiers, tuners, receivers, and analog and digital recording and playback components	9	—
1865__AU00	Australia	721339	11/4/1996	08/15/1997	721339	08/15/1997	Registered	Britannia Investment Corporation	—	9	11/14/2006
1865__CA00	Canada	—	—	—	—	—	Abandoned Application	Britannia Investment Corporation	—	—	—
1865__CTC0	CTC	—	—	—	—	—	Abandoned Application	Britannia Investment Corporation	—	—	—
1865__NZ00	New Zealand	—	—	—	269,027	—	Expired	Britannia Investment Corporation	—	9	—
1865.078000	U.S.	74/685,460	06/07/1995	11/12/1996	2,016,512	11/12/1996	Registered	Britannia Investment Corporation	audio loudspeakers and electronic components, namely, amplifiers, tuners, receivers, and analog and digital recording and playback components	9	Section 8 and 9 Affidavit of Use and Application for Renewal due 11/12/2006.
1865.078CA00	Canada	—	—	—	—	—	Abandoned Application	Britannia Investment Corporation	—	—	—
1865.078DE00	Germany	396210836	05/08/1996	12/02/1996	21085963	12/02/1996	Registered	Britannia Investment Corporation	—	9	05/31/2006
1865.078ES00	Spain	2000554M7	12/07/1995	03/20/1997	2000554M7	03/20/1997	Registered	Britannia Investment Corporation	—	9	12/06/2005
1865.078GB00	UK	2048080	12/07/1995	09/27/1996	2048080	09/27/1996	Registered	Britannia Investment Corporation	—	9	12/07/2005
1865.078NZ00	New Zealand	—	—	—	256,708	—	Expired	Britannia Investment Corporation	—	9	—






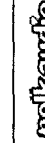

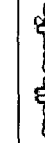



Serial No.	Class	Goods/Services	Registration No.	Issue Date	Term	Registered	Applicant	Priority	Statute	Renewal Due		
1865.0050000	THE SPEAKER SPECIALIST	Registration	U.S.	75932,159	03/02/2000	2,429,910	02/20/2001	Registered	Britannia Investment Corporation	printed matter, namely, newsletters on the topic of audio equipment	16	Sec. 8 & 15 due 2/20/2007 (stat bar 08/20/2007). Sec. 8 & 9 due 02/20/2011 (stat bar 08/20/2011).
1865.0110000	F/X	Registration	U.S.	76122,175	09/05/2000	2482,379	08/28/2001	Registered	Britannia Investment Corporation	audio equipment, audio equipment, namely, speakers	9	Sec. 8 & 15 due 08/28/2007 (stat bar 02/28/2008). Sec. 8 & 9 due 08/28/2011 (stat bar 02/28/2012).
1865.011CTC0	F/X	Registration	CTC	2113355	03/16/01	2113355	05/24/2002	Registered	Britannia Investment Corporation	audio equipment, namely, speakers	9	Renewal due 03/16/2011.
1865.0130000		Application	U.S.	76149,595	10/19/2000	—	—	Abandoned Application	Britannia Investment Corporation	on-line retail store services featuring audio equipment, namely, speakers, loudspeakers, audio monitors, including audio reference monitors, home theater speakers, reference theater speakers, subwoofers, computer speakers, multimedia speakers, automobile speakers, and parts and accessories therefor	35	—
1865.0220000	ATRIUM	Registration	U.S.	76176,622	12/06/2000	2629187	10/01/2002	Registered	Britannia Investment Corporation	audio equipment, namely, indoor and outdoor loudspeakers	9	Sec. 8 & 15 due 10/01/2008 (stat bar 04/01/2009). Sec. 8 & 9 due 10/01/2012 (stat bar 04/01/2013).
1865.0230000	THE POLK PERFORMANCE ADVANTAGE	Application	U.S.	76176,621	12/06/2000	—	—	PENDING Published 01/07/2003.	Britannia Investment Corporation	audio equipment, namely, speakers, loudspeakers, audio monitors, including audio reference monitors, home theater speakers, reference theater speakers, subwoofers and parts and accessories therefor	9	—

1865.0350000	1865.0350000	1865.035AE00	1865.035AN00	1865.035AR00	1865.035BH00	1865.035BR00	1865.035CA00	1865.035CN00
ROTATING ELLIPTICAL LENS	U.S.	U.S.	United Arab Emirates	Netherlands Antilles	Argentina	Bahrain	Brazil	Canada
Registration	Registration	Registration	Registration	Registration	Registration	Registration	Registration	Registration
76247,843	73117,659	7500	New Re-registration No. 99376 (Old No. 17539)	1,291,578 renewal: 1,894,886	17001/TM	817305645	471,806	94059789
04/27/2001	03/02/1977	08/17/1994	05/10/1993	07/28/1981 10/08/1993	12/15/1993	06/07/1993	06/29/1981	06/24/1994
2586928	1,098,618	4430	17539	1,066,701 renewal: 1,483,159	17001/TM	817305645	274,654	842666
06/25/2002	08/08/1978	04/20/1996	08/11/1993	12/06/1983 10/29/1993	12/15/1993	11/29/1994	12/10/1983	05/28/1996
Registered	Registered	Registered. Name change recordation is in progress. We won't receive the Certificate of Registration until it is completed.	Registered Re-registered filed 11/19/2001 and granted 03/20/2003	Registered -in the process of being renewed.	Registered	Registered	Registered	Registered
Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation	Brianna Investment Corporation
audio equipment; audio equipment, namely, speakers and loudspeakers	loudspeakers	loudspeakers	loudspeakers	loudspeakers	loudspeakers	loudspeakers	loudspeakers	audio loudspeakers
9	9	9	9	9	9	9	n/a	9
Sec. 8 & 15 due 06/25/2008 (stat bar 12/25/2008). Sec. 8 & Sec. 9 renewal due 06/25/2012 (stat bar 12/25/2012).	Sec. 8 & 9 due 08/08/2008 (stat bar 02/08/2009).	08/16/2004	Renewal due 5/10/2013	10/29/2003	12/15/2003	11/28/2004	12/10/2012	05/28/2006


Serial Number	Classification	Applicant	Attorney	Priority Date	Registration Date	Registration Status	Goods/Services	Expiry Date
1865.035CTC0	Registration	CTC	000550319	06/02/1997	000550319	06/22/1999	Registered	06/02/2007
1865.035DE00	Registration	Germany	P25548/PWz	09/06/1978	985,369	09/06/1978	Registered	09/30/2008
1865.035FR00	Registration	France	294,909 renewal applin no. 934,254	09/14/1978 06/15/1988	1,067,062 renewal reg. no. 1,471,289	09/14/1978 06/15/1988	Registered & renewed	06/14/2008
1865.035GB00	Registration	Great Britain	1525070	01/25/1993	B1525070	04/15/1994	Registered & renewed	01/25/2010
1865.035GT00	Registration	Guatemala	4822-93	07/26/1993	73110/454/157	01/26/1995	Registered	01/25/2005
1865.035IL00	Registration	Israel	83832	06/19/1992	83832	02/21/1995	Registered	06/18/2013
1865.035IN00	Application	India	577,165	07/16/1992			Pending	
1865.035IS00	Registration	Iceland	546/1993	06/30/1993	953/1993	12/28/1993	Registered	12/28/2003
1865.035JP00	Registration	Japan	06935486	07/02/1986	2,111,775	02/21/1989	Registered	02/21/2009
1865.035KR00	Registration	South Korea	93-25865	07/23/1993	0295890	08/12/1994	Registered	08/12/2004
1865.035QM00	Application	Oman	8604	06/26/1993			PENDING -Request to Amend the Drawing of the Mark to the new stylized version has been filed.	06/26/2003

Case No.	Applicant	Country	Class	Serial No.	Reg. No.	Reg. Date	Reg. Status	Applicant Name	Reg. No.	Reg. Date	Reg. Status	Next Renewal Due
1865.03SPA00	polkaudio	Panama	Registration	072846	072846	10/03/1994	Registered	Britannia Investment Corporation	072846	02/08/1996	Registered	02/08/2006
1865.03SPK00	polkaudio	Pakistan	Application	120104	120104	04/27/1993	Registered -In the process of being renewed. Renewal was originally due by April 27, 2000. However, since the registration had not issued, the deadline was continued until the registration issued.	Britannia Investment Corporation	120104	06/25/2003	Registered	04/27/2015
1865.03SUA00	polkaudio	Russia	Registration	93049506	129334	11/04/1993	Registered -In the process of being renewed. Request to Amend the Drawing of the mark to the new stylized version of the mark is also being filed.	Britannia Investment Corporation	129334	07/14/1995	Registered	11/04/2003
1865.03SVA00	polkaudio	Saudi Arabia	Registration	19299	288/61	11/11/1992	Expired -Not to be renewed. A new application for the word mark POLK AUDIO has been filed in Saudi Arabia per client's instructions.	Britannia Investment Corporation	19299	07/19/1993	Expired	-
1865.03SVN00	polkaudio	Venezuela	Registration	681281	110864-F	08/04/1981	Registered	Britannia Investment Corporation	681281	09/24/1984	Registered	09/24/2009
1865.03SVN00	polkaudio	Vietnam	Registration	20774	17 325	11/24/1994	Registered	Britannia Investment Corporation	20774	07/17/1995	Registered	11/24/2004
1865.036AU00	polkaudio The New Zealand Audio System	Australia	Registration	560810	A560810	08/01/1991	Registered (Renewed)	Britannia Investment Corporation	560810	03/15/1995	Registered (Renewed)	08/01/2008
1865.036BN00	polkaudio The New Zealand Audio System	Brunei	Registration	21,850	18,708	06/06/1992	Registered (renewed)	Britannia Investment Corporation	21,850	06/06/1992	Registered (renewed)	06/06/2013

1865.036BX00		Registration	Benelux	0736191	10/23/1989	0472101	09/03/1990	Registered (renewed)	Briannia Investment Corporation	scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signaling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire extinguishing apparatus; loudspeakers and loudspeaker combinations	9	10/23/2009
1865.036CH00		Registration	Switzerland	381,347	02/07/1990	381,347	03/21/1991	Registered	Briannia Investment Corporation	—	9	02/07/2010
1865.036CL00		Registration	Chile	219,324	09/04/1992	412,435	09/09/1993	Registered -in the process of being renewed.	Briannia Investment Corporation	—	9	09/09/2003
1865.036CN00		Registration	China	94059790	06/24/1994	842567	05/28/1996	Registered	Briannia Investment Corporation	—	9	05/28/2006
1865.036CO00		Registration	Colombia	92,374,362	01/26/1993	154054	01/31/1994	Registered	Briannia Investment Corporation	—	9	01/31/2004
1865.036DE00		Registration	Germany	P404169WZ	12/06/1990	2,006,673	11/29/1991	Registered	Briannia Investment Corporation	—	—	12/31/2010
1865.036DK00		Registration	Denmark	079021989	10/24/1989	005081992	01/31/1992	Expired registration	Briannia Investment Corporation	—	—	—
1865.036EC00		Registration	Ecuador	29347	12/19/1991	3209-92	12/16/1992	Registered Renewal Application filed 12/16/2002	Briannia Investment Corporation	—	9	12/16/2002
1865.036EG00		Application	Egypt	83503	06/10/1992			PENDING	Briannia Investment Corporation	—	9	
1865.036ES00		Registration	Spain	1529427	11/07/1989	1529427	11/05/1991	Registered	Briannia Investment Corporation	—		11/07/2009


Trademark ID	Trademark Name	Country	Registration No.	Effective Date	Serial No.	Registration Date	Status	Owner	Class	Next Renewal Due
1865.036FI00		Finland	5478/89	10/25/1989	115596	12/20/1991	Expired registration	Briannia Investment Corporation	9	
1865.036FR00		France	96614563	03/06/1996	96614563	03/06/1996	Registered	Briannia Investment Corporation	9	03/05/2006
1865.036GB00		Great Britain	1401148	10/24/1989	B1401148	05/03/1991	Registered (renewed)	Briannia Investment Corporation	9	10/24/2006
1865.036HK00		Hong Kong	940/90	02/05/1990	B4390/92	10/29/1992	Registered (renewed)	Briannia Investment Corporation	9	02/05/2011
1865.036HN00		Honduras	8298/94	11/10/1994	63357	10/31/1995	Registered per F.A. on 02/26/2002 no "non-use tax" is due	Briannia Investment Corporation	9	10/31/2005
1865.036ID00		Indonesia	276,824	02/19/1990	276,824	07/01/1992	Renewed registration	Briannia Investment Corporation		06/29/2012
1865.036IT00		Italy	25872 C/89	11/17/1989	573545	08/13/1992	Registered (renewed)	Briannia Investment Corporation	9	11/17/2009
1865.036MY00		Malaysia	MA/428/90	01/11/1990	MA 9000428	08/23/1993	Registered (renewed) Renewed 01/11/1997 Renewal Certificate issued 09/29/2001 (rec'd 12/20/2001)	Briannia Investment Corporation		01/11/2011
1865.036NO00		Norway	89-5208	10/23/1989	145192	05/23/1991	Registered	Briannia Investment Corporation	9	05/23/2011
1865.036NZ00		New Zealand	205437	10/15/1990	B205437	10/26/1993	Registered (renewed)	Briannia Investment Corporation	9	10/15/2011
1865.036PA00		Panama	074771	03/13/1995	074771	11/14/1996	Registered	Briannia Investment Corporation	9	11/14/2006


Serial Number	Class	Next Renewal Date	Owner	Goods	Class	Next Renewal Date
1865.036PH00	9	01/13/2012	Britannia Investment Corporation	Registered Tenth Year Affidavit of Use filed 01/13/2003	9	15 th Anniversary Affidavit of Use or Non-Use due between 01/13/2007 - 01/13/2008
1865.036PY00	9	10/13/1995	Britannia Investment Corporation	Registered	9	10/13/2005
1865.036SE00	9	02/14/1992	Britannia Investment Corporation	Expired registration	9	
1865.036SG00	9	08/03/1994	Britannia Investment Corporation	Registered	9	02/10/2007
1865.036TH00	9	08/27/1987	Britannia Investment Corporation	Registered	9	07/22/2007
1865.036VN00	9	07/17/1995	Britannia Investment Corporation	Registered	9	11/24/2004
1865.0370000	9	01/16/1996	Britannia Investment Corporation	Registered	9	Sec. 8 & 9 due 01/16/2006 (stat bar 07/16/2006)
1865.0380000	9	11/04/1997	Britannia Investment Corporation	Registered	9	Sec. 8 & 15 due 11/04/2003 (stat bar 05/04/2004). Sec. 8 & 9 due 11/04/2007 (stat bar 05/04/2008).
1865.0390000	41	08/31/1999	Britannia Investment Corporation	Registered	41	Sec. 8 & 15 due 08/31/2005 (stat bar 02/28/2006). Sec. 8 & 9 due 08/31/2009 (stat bar 02/28/2010).

1865.040000		Registration	U.S.	75/549,683	09/08/1998	2,292,603	11/16/1999	Registered	Britannia Investment Corporation	arranging and conducting competitions involving the installation of consumer electronics products in vehicles	41	Sec. 8 & 15 due 11/16/2005 (stat bar 05/16/2005). Sec. 8 & 9 due 11/16/2009 (stat bar 05/16/2010).
1865.0410000	SDA 1	Registration	U.S.	73/404,332	12/01/1982	1,264,111	01/17/1984	Registered -Allow to lapse/expire per client's instructions of 07/22/2003	Britannia Investment Corporation	loudspeakers	9	Sec. 8 & 9 due 01/17/2004 (stat bar 07/17/2004).
1865.0420000	PERFORMANCE WITHOUT LIMITS	Registration	U.S.	74/696,819	07/03/1995	2,037,866	02/11/1997	Registered -Section 8 Declaration filed 02/11/2003 - Section 8 Declaration accepted on 06/01/2003 - Notice of Acceptance reported 06/27/2003	Britannia Investment Corporation	loudspeakers	9	Sec. 8 & 9 due 02/11/2007 (stat bar 08/11/2007).
1865.0430000	POLK AUDIO	Registration	U.S.	75/129,394	07/03/1996	2,163,217	06/09/1998	Registered	Britannia Investment Corporation	loudspeakers	9	Sec. 8 & 15 due 06/09/2004 (stat bar 12/09/2004). Sec. 8 & 9 due 06/09/2008 (stat bar 12/09/2008).
1865.043AU00	POLK AUDIO	Registration	Australia	560809	08/01/1991	A560809	08/01/1991	Registered	Britannia Investment Corporation		9	08/01/2008
1865.043MX00	POLK AUDIO	Registration	Mexico	134933	03/12/1992	555964	08/04/1997	Registered Certificate of Renewal rec'd 03/23/2003	Britannia Investment Corporation		9	03/12/2012
1865.043SA00	POLK AUDIO	Application	Saudi Arabia	78070	07/21/2002 (11.03.142 5)			Pending	Britannia Investment Corporation	Audio equipment, namely: speakers, loudspeakers, monitors, reference home theater speakers, integrated amplifier systems, indoor-outdoor speakers, computer speakers, automotive speakers and subwoofers, and parts and accessories for the identified goods.	9	
1865.043ZA00	POLK AUDIO	Registration	South Africa	92/11373	12/28/1992	92/11373	02/13/1995	Registered (Renewed 07/02/2002)	Britannia Investment Corporation		9	12/28/2012

1865-0440000	POLK	Registration	U.S.	75259,287	03/18/1997	2,190,498	09/22/1998	Registered	Britannia Investment Corporation	loudspeakers	9	Sec. 8 & 15 due 09/22/2004 (stat bar 03/22/2005). Sec. 8 & 9 due 09/22/2008 (stat bar 03/22/2009).
1865-044AT00	POLK	Registration	Austria	AM5431/91	11/13/1991	141082	05/08/1992	Registered	Britannia Investment Corporation		9	03/31/2012
1865-044AU00	POLK	Registration	Australia	560808	08/01/1991	A560808	08/01/1991	Registered	Britannia Investment Corporation		9	08/01/2008
1865-044BN00	POLK	Registration	Brunei	21851	06/06/1992	19270	06/06/1992	Registered	Britannia Investment Corporation		9	06/06/2013
1865-044EG00	POLK	Registration	Egypt	83502	06/20/1992	083502	05/18/1998	Registered	Britannia Investment Corporation		9	06/20/2012
1865-044FR00	POLK	Registration	France	96/604787	01/08/1996	96/604,787	01/08/1996	Registered	Britannia Investment Corporation		9	01/07/2006
1865-044VN00	POLK	Registration	Vietnam	20 772	11/24/1994	17 323	07/17/1995	Registered	Britannia Investment Corporation		9	11/24/2004
1865-045CN00	polk	Registration	China	92056564	08/31/1992	662454	10/31/1992	Registered	Britannia Investment Corporation			10/20/2003
1865-045HN00	polk	Registration	Honduras	8297/94	11/10/1994	63,361	10/31/1995	Registered	Britannia Investment Corporation		9	10/31/2005
1865-045JP00	polk	Registration	Japan	8145/92	01/30/1992	2658585	05/31/1994	Registered	Britannia Investment Corporation	speakers, other goods belonging to this class	JP-11	05/31/2004
1865-045PA00	polk	Registration	Panama	74770	08/12/1981	74770	11/14/1996	Registered	Britannia Investment Corporation		9	11/14/2006

Registration No.	Mark	Class	Country	Serial No.	Filing Date	Reg. No.	Priority	Class	Goods	Status	Registration Date	Reg. No.	Next Renewal Due
1865.045PY00		9	Paraguay	181454	10/13/1994	181454		9		Registered	10/13/1995		10/13/2005
1865.045TW00		9	Taiwan	(79) 1091	01/10/1991	497507		9		Registered	03/14/1991		08/31/2010 (stat bar 02/28/2011)
1865.0490000	THE SPEAKER SPECIALISTS	9	U.S.	73406,935	12/22/1982	1,267,826		9	loudspeakers	Registered	02/21/1984		Sec. 8 & 9 due 02/21/2004 (stat bar 08/21/2004).
1865.0491L00	THE SPEAKER SPECIALISTS		Israel	83833	6/6/19/1992	83833				Registered	09/03/1995		06/19/2013
1865.0500000	POWER PORT		U.S.	75285,152	05/02/1997			9	loudspeakers	Abandoned Client decided not to file Appeal Brief. Watching register to see if Nakamichi renews its registration for the POWERPORT mark.			
1865.050KR00	POWER PORT		South Korea	97-29143	06/25/1997	424194				Registered	10/02/1998		10/02/2008
1865.0510000	Casket Basket		U.S.	74696,818	07/03/1995	2,051,479		9	loudspeakers	Registered Sec. 8&15 reminder sent to client on 01/14/2003	04/08/1997		Sec. 8 & 15 due 04/08/2003 (stat bar 10/08/2003) Sec. 8 & 9 due 04/08/2007 (stat bar 10/08/2007).
1865.0520000	HIGH VELOCITY COMPRESSION DRIVE		U.S.	74676,001	05/17/1995	2,009,655		9	Subwoofers and loudspeakers	Expired Per client's instructions	10/22/1996		—
1865.052KR00	HIGH VELOCITY COMPRESSION DRIVE		South Korea	97-29145	06/25/1997	424196				Registered	10/02/1998		10/02/2008
1865.0530000	DYNAMIC BALANCE		U.S.	74258,747	03/24/1992	1,821,979		9	electronic equipment, name'lly, loudspeakers	Registered	02/15/1994		Sec. 8 & 9 due 02/15/2004 (stat bar 08/15/2004).

Registration No.	Classification	Country	Applicant	Filing Date	Serial No.	Reg. Date	Status	Current Owner	Goods	Class	Next Renewal Due
1865.0540000	Registration	U.S.		05/16/1985	1,414,773	10/28/1986	Registered	Britannia Investment Corporation	stereo loudspeakers	9	Sec. 8 & 9 due 10/28/2006 (stat bar 04/28/2007)
1865.0550001	Registration	U.S.	SRT	11/13/1996	2,112,302	11/11/1997	Registered Sec. 8 & 15 reminder sent to client on 01/14/2003	Britannia Investment Corporation	loudspeakers	9	Sec. 8 & 15 due 11/11/2003 (stat bar 05/11/2004). Sec. 8 & 9 due 11/11/2007 (stat bar 05/11/2008).
1865.056KR00	Registration	South Korea	HVCD	06/25/1997	424196	10/02/1998	Registered	Britannia Investment Corporation		9	10/02/2008
1865.0570000	Registration	U.S.	RM DIGITAL SOLUTION	12/01/1998	2,462,291	06/19/2001	Registered	Britannia Investment Corporation	loudspeakers	9	Sec. 8 & 15 due 06/19/2007 (stat bar 12/19/2007). Sec. 8 & 9 due 06/19/2011 (stat bar 12/19/2011).
1865.0580000	Registration	U.S.	SIGNATURE REFERENCE THEATER	12/22/1994	2,112,626	11/11/1997	Registered Sec. 8 & 15 reminder sent to client on 01/14/2003	Britannia Investment Corporation	loudspeakers for home use	9	Sec. 8 & 15 due 11/11/2003 (stat bar 05/11/2004). Sec. 8 & 9 due 11/11/2007 (stat bar 05/11/2008).
1865.0590000	Abandoned Application	U.S.	RADIANT SURROUND				Abandoned Application	Britannia Investment Corporation			
1865.069KR00	Registration	South Korea	SDA	11/19/1988	198301	08/16/1990	Registered	Britannia Investment Corporation			08/16/2010
1865.0710000	Pending Application	United States	ACOUSTIC RESONANCE CONTROL				PENDING Allowed 01/07/2003. Statement of Use or EOT due 07/07/2003.	Britannia Investment Corporation			

1865.0720000	RADIANT SURROUND FIELD	Registration	United States	75252,715	03/06/1997	2,233,279	03/23/1999	Registered	Britannia Investment Corporation	Loudspeakers	9	Sec. 8 & 15 due 03/23/2005 (stat bar 09/23/2005) Sec. 8 & 9 due 03/23/2009 (stat bar 09/23/2009)
1865.0740000	STEREO/DIMENSI ONAL ARRAY	Registration	U.S.	73,404,331	12/01/1982	1,298,466	10/02/1984	Registered	Britannia Investment Corporation	Loudspeakers	9	Sec. 8 & 9 due 10/02/2004 (stat bar 04/02/2005).
1865.075MX00		Registration	Mexico	299,603	06/26/1997	672,832	09/29/2000	Registered	Britannia Investment Corporation	Loudspeakers	9	06/26/2007

**U.S. and International Trademark Portfolio
 In the Name of
 Polk Investment Corporation
 OR
 Polk Audio, Inc.**

Registration Number	Class	Registration Status	Country	Serial Number	Registration Date	Priority Date	US Reg. No.	Reg. No.	Status	Owner/Assignee	Goods	Class	Next Renewal Due
1865.0480000	Expired Registration	U.S.	73/117,658	03/02/1977	1,098,617	08/08/1978			Expired registration	Polk Investment Corporation	loudspeakers	9	
1865.0600000	Expired Registration	U.S.	-	-	-	-	-	-	Expired Registration	Polk Investment Corporation	-	-	-
1865.0730000	Registration	United States	73/239,263	11/15/1979	1,179,910	12/01/1981			Expired registration	Polk Investment Corporation			

September 17, 2003

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ACKNOWLEDGMENT

STATE OF MARYLAND)
) SS.:
COUNTY OF Baltimore)

BE IT REMEMBERED, that on this 25th day of September, 2003, before me, a Notary Public of the State of MARYLAND, personally appeared GEORGE KLOPFER, the President of BRITANNIA INVESTMENTS CORPORATION, who, I am satisfied is the person who signed the within Instrument, and I having first made known to him the contents thereof, he thereupon acknowledged that the said Instrument made by the corporation and sealed with its corporate seal, was signed, and sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.

Don Jucker
My Commission Expires: 7/1/07

SPECIAL POWER OF ATTORNEY

STATE OF MARYLAND)
)SS.:
COUNTY OF Baltimore)

KNOW ALL MEN BY THESE PRESENTS, that BRITANNIA INVESTMENT CORPORATION a corporation of the State of Delaware with its principal place of business at _____ (“Assignor”), hereby irrevocably appoints MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., having a place of business at 222 North LaSalle Street, Chicago, Illinois 60601 (“Secured Party”), under a Collateral Assignment of Patents and Trademarks, dated September , 2003, by Assignor in favor of Secured Party, (as the same may hereafter be modified, amended or supplemented, the Collateral Assignment and its successors and assigns as such and each officer thereof, its true and lawful attorney, upon the occurrence of an Event of Default (as defined in the Security Agreement) which is then continuing, with full power of substitution, to perform the following acts on behalf of Assignor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to any Patents and Trademarks listed in **Schedule I and Schedule II** and all Future Patents and Future Trademarks and registrations and recordings relating thereof and pending applications therefor and all other Collateral (as defined in the Assignment of Patents and Trademarks of even date herewith), and for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 above.

This Power of Attorney is made pursuant to the Collateral Assignment and may not be revoked until the indefeasible payment in full of all "Obligations," as such term is defined in that certain Loan Agreement dated May 29, 2003 among Secured Party, Assignor and the other parties thereto.

Dated: September 25, 2003

ATTEST:

BRITANNIA INVESTMENT
CORPORATION

By: Tom Tucker
Name: Tom Tucker
Title: Executive Assistant

By: George Klopfer
George Klopfer
President

3303037.04