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FORM PTO-1585

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

PATENTS ONLY

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): **THE DICE COMPANY**Additional name(s) of conveying parties attached? ☐ Yes
☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other: _____

Execution dates: Dec.9, 1997

2. Name and address of receiving party(ies)

Name: **WISTARIA TRADING INC.**

Internal Address: _____

Street Address: **20191 East Country Club Dr. #TH4**City: **Aventura**State: **FL**ZIP: **33180**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application numbers or patent numbers:

Date application executed: May 6, 1998

A. Patent Applications: PCT/US97/11455; PCT/US97/00651;
PCT/US97/00652; 08/772,222; PCT/US96/10257; 08/674,726;
PCT/US96/10096; PCT/US95/08159; 08/677,435; 08/587,943;
08/587,944; 08/481,021; 08/_____, "Steganographic Method
and Device", July 23, 1997, Moskowitz, Scott A., Cooperman,
Marc, Atty. Docket No. 2377/23

B. Patent No.(s) 5,687,236; 5,539,735; 5,428,606; 5,613,004

Additional Numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence concerning
document should be mailed:Name: Michael FortkortInternal Address: KENYON & KENYONStreet Address: 1025 Connecticut Ave., N.W.City: Washington State: DC ZIP: 20036-5405

6. Total number of applications and patents involved: 17

7. Total fee (37 C.F.R. 3.41) \$ **680.00**☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

110600

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 Fortkort (Reg. No. 35,141)

Name of Person Signing

Signature

Date

21
May 19, 1998

06/04/1998 88NITH 00000126 110600 5687236

Total Number of pages including cover sheet, attachments and document: 10

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OMB No. 0651-0011 (exp. 4/94)

SECURITY AGREEMENT

This SECURITY AGREEMENT is made this 8th day of December, 1997, by and between The DICE Company, a Delaware corporation ("Debtor"), and WISTARIA TRADING INCORPORATED, a Florida corporation ("Secured Party").

WHEREAS, Secured Party has extended funds to Debtor in the amount of at least \$99,844.09 for legal fees in connection with the preparation, filing and prosecution of patent and trademark applications and Debtor has agreed to repay this amount with an agreed upon interest rate ("Obligations"); and

WHEREAS, in connection with the performance of the Obligations, Secured Party desires to obtain from Debtor and Debtor desires to grant to Secured Party, a security interest in Debtor's Intellectual Property, including, but not limited to patents, patent applications, trademarks, and trademark applications, which Intellectual Property is listed in Appendix A (collectively, the "DICE Intellectual Property").

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, Debtor and Secured Party do hereby agree as follows:

1. Grant of Security Interest. To secure performance of the Obligations by Debtor, Debtor hereby assigns and grants to Secured Party a security interest in the DICE Intellectual Property and any proceeds therefrom. The term "Proceeds" as used herein shall mean proceeds, as such term is defined in Section 9-306(1) of the Uniform Commercial Code ("UCC") of the state of New York.

1.1 Maintenance and Prosecution of the DICE Intellectual Property.

(a) Debtor shall keep the DICE Intellectual Property free of all liens, encumbrances and other security interests inconsistent with the security interest granted herein. Notwithstanding this requirement, neither this Agreement nor the Security Interest granted hereby shall restrict or prohibit the Debtor in any way from fully using or exploiting the inventions and discoveries covered by the DICE Intellectual Property or granting licenses to others thereunder, nor shall they limit or restrict in any way the Debtor's freedom in its own unfettered discretion to take or fail to take any actions in the United States Patent and Trademark Office or any other tribunal in connection with the prosecution of any patent or trademark applications of the DICE Intellectual Property. Notwithstanding any default by the Debtor in payment of any amounts due and owing under the Obligations, all then existing licensees may continue to exercise their rights under the DICE Intellectual Property in accordance with the terms of their respective license agreements, and the Secured Party shall take no action which interferes with or is inconsistent with such licensees' rights, except that

all proceeds due to Debtor from any license agreements in the case of a default by the Debtor shall be paid directly to the Secured Party up to the amount of the Obligations.

(b) Debtor shall pay, when due, any taxes, assessments, license fees, issue fees, prosecution fees, and maintenance fees related to the DICE Intellectual Property, and provide Secured Party evidence of payment upon request.

(c) : Notwithstanding the discretion to prosecute patent and trademark applications permitted in Section 1.1(a), Debtor shall take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any other country or any political subdivision thereof, to maintain the registration of the DICE Intellectual Property including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

1.2 No Transfer of Assets. Except as permitted by Section 1.3 hereof, Debtor shall not sell, encumber or in any way transfer the DICE Intellectual Property without the prior written consent of Secured Party, which consent shall not be reasonably withheld, however, Secured Party may demand full performance of the Obligations as a prerequisite to providing consent.

1.3 Perfection of Security Interest. On demand of Secured Party, Debtor shall (a) furnish further assurance of title, execute any written agreement or do any other acts as Secured Party may reasonably request for the purpose of effectuating the purpose and provisions of this Security Agreement including, without limitation, the filing of any financing or continuation statements under the UCC; and (b) execute any instrument or statement required by law or otherwise in order to perfect and continue the security interest of Secured Party in the DICE Intellectual Property.

1.6 Termination of Security Interest. This Security Interest shall terminate upon full payment of the Obligations. Upon such termination, the Secured Party shall execute and record a release of the Security Interest.

2. Default.

2.1 Remedies. Upon the occurrence of a default by Debtor to pay any amount due under the Obligations secured by this Security Agreement, the Obligations shall, at the option of Secured Party, become due and payable in full thirty (30) days after Secured Party provides Debtor with notice of demand (the "Notice Period"), unless the Default is cured by Debtor within the Notice Period. In the event the Default is not cured, an ownership interest in twenty percent (20%) of the DICE Intellectual Property shall automatically vest in Secured Party, however, after three (3) uncured defaults by Debtor, an ownership interest in one hundred percent (100%) of the DICE Intellectual Property shall automatically vest in Secured Party. Debtor shall remain liable for any deficiency if the proceeds of any sale of the

DICE Intellectual Property or any part thereof are insufficient to pay in full the Obligations and any reasonable fees and disbursements of any attorneys employed by Secured Party to collect such deficiency. Secured Party may waive any Default before or after the same has been declared without impairing its right to declare a subsequent default hereunder, this right being a continuing one. Any proceeds from the sale of the DICE Intellectual Property that exceed the Obligations and any reasonable fees and disbursements of any attorneys employed by Secured Party to collect such deficiency will be paid to Debtor.

2.2 Additional Remedies. In addition to the remedies available to Secured Party pursuant to Section 2.1 above, and all other rights and remedies granted to Secured Party in any other instrument or agreement securing, evidencing or relating to the DICE Intellectual Property, Secured Party may exercise all rights and remedies of a secured party under the UCC.

2.3 Proceeds. In addition to the remedies set forth in Sections 2.1 and 2.2 above, upon the occurrence of a Default, twenty percent (20%) of all Proceeds received by Debtor consisting of cash, checks and other cash equivalents shall be held by Debtor in trust for Secured Party, segregated from other funds of Debtor, and shall forthwith upon receipt by Debtor, be turned over to Secured Party in the exact form received by Debtor (duly endorsed by Debtor to Secured Party, if required).

2.4 Secured Party's Appointment as Attorney-in-Fact.

(a) Powers. Debtor hereby irrevocably constitutes and appoints Secured Party and any agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor and in the name of Debtor or in its own name, from time to time after the occurrence, and during the continuation of, any Default, in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement.

(b) Other Powers. Debtor also authorizes Secured Party at any time and from time to time, to execute, in connection with any transfer or sale of the DICE Intellectual Property provided for in Section 2.1 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the DICE Intellectual Property.

3. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the DICE Intellectual Property are irrevocable and powers coupled with an interest. Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

4. Waiver. No waiver or acquiescence by Secured Party of a Default by Debtor, or the failure of Secured Party to insist on strict performance of any warranties or agreement contained in this Security Agreement, shall constitute a waiver of a subsequent or other default or breach by Debtor. Furthermore, no course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5. Notice. Any notice or other communication that is required or permitted to be given under the terms of this Security Agreement (each, a "Notice") shall be in writing and shall be deemed to have been duly given (a) upon being deposited in the mail, postage prepaid for registered or certified mail, return receipt requested, (b) when personally delivered against written receipt, or (c) when delivered by overnight courier or by telefax, in each case, to the parties hereto at the following addresses or at such other address as any party hereto shall hereafter specify by 10 days' prior Notice given and received in the manner provided in this Section 5 to the other parties described in this Section.

If to Debtor:

The DICE Company
YU-WA Building
Fifth Floor
2-13-6
Yoyogi
Shibuya-ku, Tokyo 151
Japan
Attn: Ms. Takako Morikawa
President

If to Secured Party:

Wistaria Trading Incorporated
20191 East Country Club Drive, #TH4
Aventura, Florida 33180
Attn: Mr. Scott A. Moskowitz

The inability to make delivery because of a change of address of which no Notice was given, or rejection or refusal to accept any Notice offered for delivery shall be deemed to be receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any Notice may be given by counsel for the party giving the same.

6. Binding Agreement. This Security Agreement shall be binding upon the Debtor and its successors and assigns and shall inure to the benefit of the Secured Party, its successors and assigns.

7. Duration of Security Interest. The Security Interest granted herein shall secure payment of the Obligations and shall extend to and secure such amount(s) of the outstanding payments as may remain unpaid from time to time. The Security Interest shall be effective and enforceable as long as the Obligations remain unpaid. If the Secured Party has received full payment of all outstanding Obligations, this Security Agreement shall automatically terminate forthwith, and the Security Interest granted hereby shall automatically be canceled, and shall no longer constitute a lien upon any of the DICE Intellectual Property, with no action by either the Debtor or the Secured Party being required. Upon such termination and cancellation, the Secured Party shall promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence termination of this Agreement and cancellation of the Security Interest. Should the Secured Party fail to promptly furnish such confirming documents, the Debtor is hereby appointed as the Secured Party's attorney-in-fact to execute such documents on behalf of and in the place of the Secured Party to record such termination.

8. Representations and Warranties. Debtor represents and warrants that it has title to the DICE Intellectual Property and it has title and ability to grant the Security Interest set forth in Paragraph 1 in and to all of the DICE Intellectual Property. Debtor hereby authorizes and warrants that any of its corporate executive officers are duly authorized to sign this Agreement and any financing statements or other security documents Secured Party asks of them to sign in accordance herewith.

9. Applicable Law. The parties intend that the provisions of Article 9 of the New York Uniform Commercial Code apply to this Agreement, including the remedies provided therein. The parties also intend that the laws of the state of New York apply to this Agreement.

10. Waiver. To the extent permitted by applicable law, Debtor waives any and all claims, damages and demands to which it now has or may hereafter acquire against Secured Party, including but not limited to, any claim arising out of Secured Party exercising or purportedly exercising any of its rights or purported rights under this Security Agreement.

11. Cumulative Powers. All rights, remedies and powers granted to Secured Party herein or in any other agreement with Debtor shall be cumulative and may be exercised singularly or concurrently.

12. Alterations. No provision of this Agreement may be modified, altered or limited except by a written instrument signed by the party to be charged thereby.

13. Enforceability. If one or more of the provisions in this Agreement should be declared or held to be invalid, illegal or unenforceable, the provision shall be limited, revised or deleted to the least extent necessary to render the remaining portions and provisions valid, legal and enforceable and the agreement enforced to give effect to the intent of the parties to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement this 9th day of December 1997.

THE DICE COMPANY

By: _____
Takako Morikawa
President

WISTARIA TRADING INCORPORATED

BY: 

Scott A. Moskowitz
Director

FROM : 1997-12-09 09:03 KK S S J 03-3379-5407 :
PHONE NO.
FROM KENYON & KENYON DC

Dec. 06 1997 03:26PM P7

(FBI) 12:05:27 12:26:57.1 1/NO. 3561501936 P 7

12. **Alterations.** No provision of this Agreement may be modified, altered or limited except by a written instrument signed by the party to be charged thereby.

13. **Enforceability.** If one or more of the provisions in this Agreement should be declared or held to be invalid, illegal or unenforceable, the provision shall be limited, revised or deleted to the least extent necessary to render the remaining portions and provisions valid, legal and enforceable and the agreement enforced to give effect to the intent of the parties to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement this 8 day of December 1997.

THE DICE COMPANY

By:



Takako Morikawa
President

WISTARIA TRADING INCORPORATED

BY:


Scott A. Moskowitz
Director

APPENDIX A

A. PATENT APPLICATIONS

1. U.S. Patent Application No. 08/____,____, "Steganographic Method and Device" filed July 23, 1997 (No serial number issued yet).
2. PCT Application No. PCT/US97/11455 "Optimization Methods for the Insertion, Protection and Detection of Digital Watermarks in Digitized Data, filed July 2, 1997
3. PCT Application No. PCT/US97/00651 "Method for Stega-Cipher Protection of Computer Code" filed January 16, 1997
4. PCT Application No. PCT/US97/00652 "Method for Human-Assisted Random Key Generation and Application for Digital Watermark System" filed January 16, 1997
5. U.S. Patent Application No. 08/772,222 "Z-Transform Implementation of Digital Watermarks" filed December 20, 1996.
6. PCT Patent Application No. PCT/US96/10257 "Steganographic Method and Device" filed June 7, 1996.
7. PCT Patent Application No. PCT/US96/10096 "Fraud Detection System for Electronic Networks Using Geographical Location Coordinates" filed June 7, 1996 ("Not being pursued currently").
8. U.S. Patent Application No. 08/674,726 "Exchange Mechanisms for Digital Information Packages with Bandwidth Securitization, Multichannel ..." filed July 2, 1996.
9. PCT Patent Application No. PCT/US95/08159 "Digital Information Commodities Exchange with Virtual Menuing" filed June 26, 1995.
10. U.S. Patent Application No. 08/677,435 "Optimization Methods for the Insertion, Protection and Detection of Digital Watermarks in Digitized Data" filed July 2, 1996.
11. U.S. Patent Application No. 08/587,943 "Method of Stega-Cipher Protection of Computer Code" filed January 17, 1996.

12. U.S. Patent Application No. 08/587,944 "Method for Human-Assisted Random Key Generation and Application for Digital Watermark System" filed January 17, 1996.

13. U.S. Patent Application No. 08/481,021 "Fraud Detection Systems for Electronic Networks Using Geographical Location" filed June 7, 1995 ("Abandoned").

14. European Patent Application for "Steganographic Method and Device" based on U.S. Patent Application No. 489,172 and PCT/US96/10257 ("No serial number available at this time).

B. PATENTS

1. U.S. Patent No. 5,687,236 for "Steganographic Method and Device" filed December 31, 1996.

2. U.S. Patent No. 5,539,735 "Digital Information Commodities Exchange" filed December 29, 1996.

3. U.S. Patent No. 5,428,606 "Digital Information Commodities Exchange" filed June 30.

4. U.S. Patent No. 5,613,004 "Steganographic Method and Device" filed June 7, 1995.

C. TRADEMARK APPLICATIONS

1. "DICE" Service Mark Application No. 519,871 filed May 4, 1994 as an intent to use application ("Abandoned").

2. "ARGENT" Trademark Application 161,038 filed August 30, 1996 as an intent to use application ("Abandoned").

3. "ARGENT" (stylized) TradeMark Application 161,037 filed August 30, 1996 as an intent to use application ("Abandoned").

D. TRADEMARKS

None