

10-20-1998

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and original documents or copy thereof.

1. Name of conveying party(ies):

Labken Limited Partners, L.P., a
California limited partnership

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

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

Name: Robert M. Davidson

Internal Address: _____

Street Address: 800 Southwood Blvd., Suite 204

City: Incline Village State: NV ZIP: 89451

Additional name(s) & address(es) attached? Yes No

10-18-98

3. Nature of conveyance:

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

Execution Date: July 16, 1998

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

5,564,376

5,713,321

Additional numbers attached? Yes No

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

Name: Vivian M. Yang, Esq.

Internal Address: _____

Street Address: 1900 Avenue of the Stars,

17th Floor

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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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.

Vivian M. Yang

Name of Person Signing

Vivian M. Yang

Signature

10-9-98

Date

Total number of pages comprising cover sheet

REEL: 9516 FRAME: 0931

4

RECEIVED
PATENT AND TRADEMARK OFFICE
OCT 20 1998

RECORDATION FORM COVER SHEET CONTINUATION

PATENTS ONLY

2. Additional receiving party:

Janice G. Davidson
800 Soutwood Blvd.
Suite 204
Incline Village, NV 89451

There are no additional receiving parties.

SECURITY INTEREST AGREEMENT

This Security Interest Agreement (this "Agreement") is effective as of the 16th day of July, 1998 and is made by Labken Limited Partners, L.P., a California limited partnership ("Debtor") to Robert M. Davidson and Janice G. Davidson (individually and collectively, "Creditor").

A. Pursuant to a Loan and Security Agreement dated as of July 16, 1998 by and between Debtor and Creditor (the "Loan Agreement"), Debtor has granted Creditor a security interest in all right, title and interest in certain "Collateral" (as defined in the Loan Agreement), including without limitation all Intellectual Property Rights of Debtor.

B. Debtor and Creditor desire to supplement the Loan Agreement as it relates to the Intellectual Property Rights and to create hereby a document appropriate for recordation in the Patent and Trademark Office of the United States (the "PTO").

NOW, THEREFORE, pursuant to the Loan Agreement and for the good and valuable consideration contained therein, as well as the above recitals, which are incorporated into the operative terms of this Agreement, the receipt and sufficiency of which are hereby acknowledged, Debtor undertakes this Agreement and provides as follows:

1. Definition. For the purpose of this Agreement, the term Intellectual Property Rights shall mean all of the following:

(a) Any and all invention(s), whether or not protectable by patent, including, but not limited to, all know-how, letters patent, and applications therefor of any country, and any application or divisional, substitute, continuation, continuation-in-part, renewal, reissue, or other patent application based thereon for the invention and including further all of the foregoing with respect to U.S. Patent Nos. 5,564,376 and 5,713,321;

(b) Any and all creative works or other works of authorship, including but not limited to all software computer programs and related user materials and guides, and all copyrights of any country, which may exist in or may be granted for such works, and any application(s) or registration(s) relating thereto;

(c) Any and all trade secrets, confidential information, formulations, software (to the extent not included elsewhere in this Section 1), designs, drawings and know-how (to the extent not included elsewhere in this Section 1);

(d) Any and all trademarks, service marks and trade names, including the use of the name "Zeus" in connection with goods and/or services with respect to vehicle theft alarms, for which Assignor has applied to register on the Principal Register of the PTO based on Assignor's bona fide intent to use, Application Serial No. 75-355552, filed on September 12, 1997;

(e) Any and all claims in law or in equity arising out of or premised upon any of the foregoing Intellectual Property Rights or any infringement thereof, along with the right to defend or compromise any and all actions, suits, or proceedings in respect thereto; and

(f) Any and all other Intellectual Property Rights as defined in the Loan Agreement, including all other rights in the theft protection system known as Zeus, including all rights now existing or hereafter arising or acquired by Debtor.

2. Confirmation of Grant of Security Interest. Debtor hereby confirms the grant of security interest, pledge, assignment and mortgage set forth in the Loan Agreement and acknowledges that the Collateral described therein includes, without limitation, all of Debtor's right, title and interest in and to all of the Intellectual Property Rights.

3. No Present Assignment. Neither the Loan Agreement, this Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Intellectual Property Rights. Subject to the rights of Creditor under the Loan Agreement and this Agreement, Debtor shall retain the legal and equitable title to the Intellectual Property Rights and shall have the right to use and register the Intellectual Property Rights in the ordinary course of business of the Debtor, but shall not be permitted to sell, assign, transfer or otherwise encumber the Intellectual Property Rights or any part thereof. Upon the indefeasible payment and performance in full of the Obligations (as defined in the Loan Agreement), the rights of Creditor under the Loan Agreement shall be released and terminated.

4. Cooperation. Debtor hereby agrees for itself and for its successors and assigns, to cooperate and assist in the perfection and preservation of Creditor's security interest in the Intellectual Property Rights and to execute without further consideration any further lawful documents, including any further assurances or divisional, continuation, continuation-in-part, substitute, renewal, reissue or other applications or registrations for patents, copyrights or trademarks of any country that might be deemed necessary by Creditor fully to secure, establish, accrue, maintain, protect, register or defend Creditor's rights in and to the Intellectual Property Rights or any part thereof.

5. Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of Creditor and its successors and assigns, and shall be binding upon Debtor and its successors and assigns.

6. Counterparts. This Agreement may be executed in one or more counterparts.

7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California. Actions and claims may be brought as to this Agreement only as provided in the Loan Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed effective as of the date first set forth above.

LABKEN LIMITED PARTNERS, L.P.

By: Labken, Inc., its General Partner

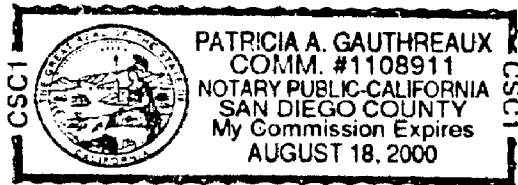
By: Stephen W. Kenney
Stephen W. Kenney, President

STATE OF CALIFORNIA
COUNTY OF San Diego }

On Oct 7, 1998 before me, Patricia A. Gauthreaux Notary Public
personally appeared Stephen W. Kenney, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person or the entity upon behalf of which
the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A. Gauthreaux
Notary Public



(This area for official notarial seal)