

11-20-1998

U.S. Department of Commerce  
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100908580  
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**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)  **Intellitecs International, Ltd.** Execution Date  
Month Day Year **04221998**

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  **Provident Bank, The**

Name (line 2)

Address (line 1)  **One East Fourth Street**

Address (line 2)  **M.S. 216A**

Address (line 3)  **Cincinnati**  **Ohio**  **45202**  
City State/Country Zip Code

☐ 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 is attached. (Designation must be a separate document from Assignment.)

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11/19/1998 DNGUYEN 00000162 08597132

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320.00 OP

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**PATENT**

**REEL: 9588 FRAME: 0578**

## Correspondent Name and Address

Area Code and Telephone Number (513) 579-6947

Name Joy E. Herald, Paralegal

Address (line 1) Keating, Muething &amp; Klekamp, P.L.L.

Address (line 2) 1400 Provident Tower

Address (line 3) One East Fourth Street

Address (line 4) Cincinnati, Ohio 45202

## Pages

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

# 3

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

## Patent Application Number(s)

08597132

09045431

08575623

08853425

08682142

08853424

60044896

60070125

## Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

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PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved.

# 8

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 320.00

Method of Payment:  
Deposit AccountEnclosed ☒Deposit Account ☐

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

Deposit Account Number:

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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.

Michael F. Bigler

Name of Person Signing

Signature

11091998

Date

## ASSIGNMENT OF PATENTS

WHEREAS, INTELLITECS INTERNATIONAL, LTD., an Ohio limited liability company, ("Grantor") owns the Patents and Patent Applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and The Provident Bank, an Ohio banking corporation, Lender ("Grantee") are parties to a Credit Agreement dated as of April 22, 1998 (as the same may be amended and in effect from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Credit Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

1. each Patent, including, without limitation, each Patent referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and
2. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent, including, without limitation, any Patent referred to in Schedule 1 annexed hereto and any Patent issued pursuant to a patent application referred to in Schedule 1.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provision of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Assignment of Patents to be duly executed by its duly authorized officer thereunto as of the 22 day of April, 1998.

INTELLITECS INTERNATIONAL, LTD.

By: David W. Conway  
Name: David W. Conway  
Title: Managing Member

STATE OF OHIO                   )  
  )  
COUNTY OF HAMILTON        )

On this 22 day of April, 1998, before me personally appeared David W. Conway, the Managing Member of the limited liability company, who signed this instrument and acknowledged that he signed it as a free act on behalf of the limited liability company.

Joy E. Herald  
Notary Public

JOY E. HERALD  
Notary Public, State of Ohio  
My Commission Expires 12/31/99

ASSIGNMENT OF PATENTS  
INTELLITECS INTERNATIONAL, LTD.

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PATENT  
REEL: 9588 FRAME: 0581

**INTELLITECS INTERNATIONAL LTD. PATENTS**

(As of April 7, 1998)

**Pending United States Utility Applications**

<u>Serial Number</u>	<u>Filing Date</u>
08/597,132	February 6, 1996
09/045,431	March 20, 1998
08/575,623	December 20, 1995
08/853,425	May 9, 1997
08/682,142	July 17, 1996
08/853,424	May 9, 1997

**Pending United States Provisional Applications**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Statutory Abandonment Date</u>
60/044,896	April 25, 1997	April 25, 1998 (No utility case to be filed)
60/070,125	December 31, 1997	December 31, 1998 (utility filings still undecided)

**Pending Foreign Patent Applications**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Corresponding to US Serial No.</u>	<u>Country/Region</u>
PCT/US96/19844	December 16, 1996	08/597,132	PCT
PCT/US98/04052	March 3, 1998	08/853,425	PCT
PCT/US97/12005	July 10, 1997	08/682,142	PCT

The foregoing notwithstanding, United States Patent No. 5,732,401 is expressly excluded from any definition of Patents for any Security Interest to which this document may be attached and/or the Credit Agreement.

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