

P/

02-05-1999

To the Honorable Commissioner of Patents and T
thereof.

100961430

original documents or copy

1. Name of conveying party(ies):

G-ZERO TECHNOLOGIES, LLC

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

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

Carolyn J. Fitzgerald Trust #3

P.O. Box 348

Janesville, WI 53547

Additional name(s) & address(es) attached? Yes

3. Nature of conveyance:

Collateral Assignment of Patent Rights

Execution Date: January 6, 1999

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)

09/175,980

B. Patent No.(s)

Additional numbers attached? No

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

Peter J. Manghera
FOLEY & LARDNER
150 East Gilman Street
Post Office Box 1497
Madison, WI 53701-1497
(608) 258-4265

6. Total number of applications and patents involved: 17. Total fee (37 C.F.R. § 3.41). \$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

02/04/1999 DNGUYEN 00000123 09175980

01 FC:581

40.00 DP

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.

Peter J. Manghera

Name of Person Signing

Signature

January 27, 1999

Date

Total number of pages including cover sheet, attachments, and document: 7

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

2. Names and addresses of receiving parties (continued).

Ellen P. Fitzgerald Trust #2
P.O. Box 348
Janesville, WI 53547

Gina Groom
6247 S. Pond Way
Littleton, CO 80123

Michael D. Fitzgerald
9313 N. 96th Place
Scottsdale, AZ 85258

Sarah C. Schlievert
6030 San Cristobal
Tuscon, AZ 85715

Robert F. O'Loughlin
715 Farwell Drive
Madison, WI 53704

Robert and Connie Neill
6802 Estate Nazareth
St. Thomas, V.I. 00802

Frozen Brokerage, Incorporated
P.O. Box 71
Craigmuir Chambers
Roadtown, Tortola
Br. Virgin Is.

Nelson Family Trust
1690 Dorchester Avenue
Dorchester, MA 02122-1335

Mark A. and Carol A. Cullen
220 Jefferson Avenue
Janesville, WI 53545

David J. Cullen
P.O. Box 1957
Janesville, WI 53547

Richard F. Cullen
P.O. Box 1957
Janesville, WI 53547

Marianne Cullen
P.O. Box 1957
Janesville, WI 53547

COLLATERAL ASSIGNMENT OF PATENT RIGHTS

THIS COLLATERAL ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is made and executed by G-Zero Technologies, LLC, a Wisconsin limited liability company ("Mortgagor"), in favor of Carolyn J. Fitzgerald Trust #3 u/t/a dated July 27, 1982, the Ellen P. Fitzgerald Trust #2 u/t/a dated December 30, 1974, Michael D. Fitzgerald, Robert F. O'Loughlin, Robert and Connie Neill, Frozen Brokerage, Incorporated, the Nelson Family Trust u/t/a dated December 14, 1989, Mark A. and Carol A. Cullen, David J. Cullen, Richard F. Cullen, Marianne Cullen, Gina Groom and Sarah Schlievert (collectively, "Mortgagee").

RECITALS:

A. Mortgagor is indebted to Mortgagee under a Promissory Note of even date herewith in the original principal amount of \$500,000 (the "Note").

B. Mortgagor has agreed to grant Mortgagee a security interest in its right, title and interest in and to its provisional patent application, and any patent to be applied for and issued with respect to its throttle control device for motorcycles (together, the "Patent").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, Mortgagor hereby agrees as follows:

1. Definition of "Obligations". The term "Obligations" when used herein shall mean: (a) all principal and interest and other amounts due under the Note, and any extensions, modifications, renewals or refinancings thereof; (b) all other debts, liabilities, obligations, covenants and agreements of the Mortgagor contained in the Note, the Note Purchase and Warrant Agreement among Mortgagor and Mortgagee dated effective November 1, 1998 (the "Purchase Agreement"), this Mortgage, and the other documents evidencing or securing the Note; (c) any other debts, liabilities and obligations of the Mortgagor to the Mortgagee; and (d) any and all fees and expenses, including without limitation reasonable attorneys' fees, incurred in connection with enforcing any other obligations of Mortgagee under the Note, the Purchase Agreement, this Mortgage or any other document evidencing or securing the Note.

2. Mortgage of Patent. To secure the complete and timely satisfaction of all of the Obligations, Mortgagor hereby grants a security interest to Mortgagee, with power of sale, to the extent permitted by law or by the specific license agreements, in all of Mortgagor's right, title and interest in and to the Patent.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

a. Mortgagor's provisional patent application has not been adjudged invalid or unenforceable by the U.S. Patent and Trademark Office or by a court of competent jurisdiction, has not been canceled, in whole or in part, and is presently subsisting;

b. To the best knowledge of Mortgagor, no other person or entity has any right, title or interest in or to the throttle control device that is the subject of the Patent; and

b. Mortgagor has the right to execute and deliver this Mortgage and perform its terms.

4. Restrictions on Future Agreements. Mortgagor agrees that until the Note shall have been satisfied in full, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patent, or enter into any other agreement with respect to the Patent that is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, that would adversely affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. Royalties; Term. The term of the mortgage granted herein shall extend until the earlier of the expiration of the Patent or until the Note has been paid in full. Upon the occurrence of an Event of Default (as defined in the Note) or default under any other documents evidencing or securing the Note, Mortgagor agrees that the use by Mortgagee of the Patent shall be without any liability for royalties or other related charges from Mortgagee to Mortgagor.

6. Mortgagee's Right to Inspect. Mortgagee shall have the right, upon reasonable notice, at any time and from time to time during normal business hours and prior to payment in full of the Note, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations.

7. Release of Mortgage. This Mortgage is made for collateral purposes only in order to secure the Obligations. Upon full payment of the Note, Mortgagee agrees to execute and deliver to Mortgagor any and all documents and instruments as are necessary to release this Mortgage.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patent, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent, shall be borne by and paid by Mortgagor within three (3) days of demand by Mortgagee and until so paid shall be added to the principal amount of the Note and shall bear interest at the annual rate of eight and one-quarter percent (8¼ %).

9. Duties of Mortgagor. Mortgagor shall have the duty to apply for, pursue, preserve and maintain all rights in the Patent, and take all steps reasonably necessary to ensure that the Patent becomes and remains enforceable, to the extent commercially reasonable and to the extent Mortgagor determines that it is in its best interests to do so. Any expenses incurred in connection with Mortgagor's obligations under this Section 9 shall be borne by Mortgagor.

10. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Note or other documents evidencing or securing the Note 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.

11. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

12. Modification. This Mortgage cannot be altered, amended or modified in any way except by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patent, whether established hereby or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default (as defined in the Note), Mortgagor hereby makes, constitutes and appoints Mortgagee as Mortgagor's true and lawful attorney-in-fact, with power to:

- a. endorse Mortgagor's name on all documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patent; or

- b. take any other action with respect to the Patent as Mortgagee deems to be in the best interest of Mortgagee, including, without limitation, bringing suit to enforce the Patent; or
- c. grant or issue any exclusive or non-exclusive license under the Patent to anyone; or
- d. assign, pledge, convey or otherwise transfer title in or dispose of the Patent to anyone.

Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, other than acts in violation of law or this Mortgage. This power of attorney shall be irrevocable until the Note shall have been paid in full. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Note or other documents evidencing or securing the Note, but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage, the Note and other documents evidencing or securing the Note, all rights and remedies allowed by law and the rights and remedies of a secured party under the Wisconsin Uniform Commercial Code.

14. Binding Effect. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

15. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Wisconsin.

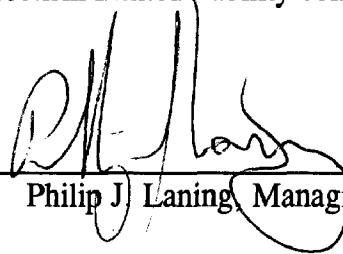
16. Headings. Section headings used herein are for convenience only and shall not modify the provisions that they precede.

17. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

18. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage.

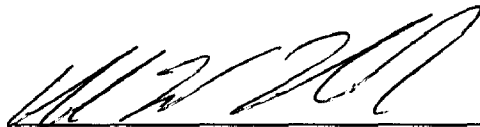
IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed in favor of Mortgagee.

G-ZERO TECHNOLOGIES, LLC
a Wisconsin limited liability company

By: 
Philip J. Laning, Managing Member

STATE OF WISCONSIN)
)
COUNTY OF Waukesha) ss.

The foregoing Collateral Assignment of Patent Rights was executed and acknowledged before me this 6th day of ^{January}~~December~~, ¹⁹⁹⁹~~1998~~, by Philip J. Laning, personally known to me to be the Managing Member of G-Zero Technologies, LLC, a Wisconsin limited liability company, on behalf of such limited liability company.


Notary Public

[NOTARIAL SEAL]

Waukesha County, Wisconsin
My commission is permanent.