

03-11-1999



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PATENT FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Patent and Trademark: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) **3/8/99**  
Solar Electric EngineeringAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Collateral Assignment  
of Patent and Security Agreement

Execution Date: January 11, 1999

2. Name and address of receiving party(ies)

Name: Advance USA, Inc.

Internal Address:

Street Address: 8 Vista Drive

City: Old Lyme State: CT ZIP: 06371

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

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)

4,910,067

Additional numbers attached? ☐ Yes ☒ No

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

Name: Diane R. Meyers, Esquire

Internal Address: Eckert Seamans Cherin  
& Mellott, LLCStreet Address: 600 Grant Street  
44th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: E

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

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.

Diane R. Meyers

Name of Person Signing

Signature

March 4, 1999

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 9790 FRAME: 0637

**RELEASE OF COLLATERAL ASSIGNMENT OF PATENT AND SECURITY AGREEMENT**

WHEREAS, a certain Collateral Assignment of Patent and Security Agreement (the "Patent Security Agreement") was made as of November 20, 1993 by and between Advance U.S.A., Inc., a Delaware corporation, and Solar Electric Engineering, Inc., a California corporation, with its principal place of business at 117 Morris Street, Sebastopol, California 95472, and recorded on December 8, 1993 with the United States Patent and Trademark Office at Reel 6782, Frame 0559; and

WHEREAS, the parties desire that the security interest created by the Patent Security Agreement, and held by Solar Electric Engineering, Inc., be released and forever discharged.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

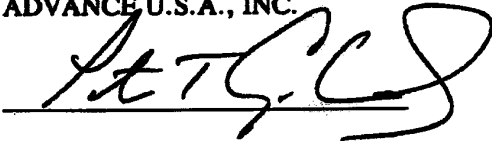
1. Solar Electric Engineering, Inc. agrees that Advance U.S.A., Inc. has satisfied all of the Obligations (as such term is defined in the Patent Security Agreement) and hereby releases and forever discharges its entire security interest, including all mortgages, pledges, grants and liens, created by the Patent Security Agreement.

2. Solar Electric Engineering, Inc. agrees that the Patent Security Agreement is hereby terminated and all right, title and interest it may have in and to the collateral secured thereby is released.

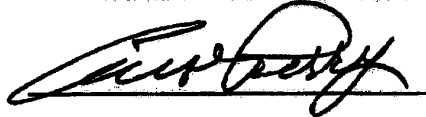
3. Solar Electric Engineering, Inc. agrees that it will, when requested and without expense to itself, execute all papers, take all rightful oaths and do all acts which may be necessary, desirable or convenient for recording this Release of Collateral Assignment of Patent and Security Agreement with the United States Patent and Trademark Office or any other domestic or foreign agency. Solar Electric Engineering, Inc. also agrees, without expense to itself, to provide and execute any and all further documentation which may be necessary to secure the release of any security interest created by the Patent Security Agreement.

IN WITNESS WHEREOF, the parties, by and through their respective authorized representatives, have executed this Release effective this 11 day of January, 1998. *W*

ADVANCE U.S.A., INC.



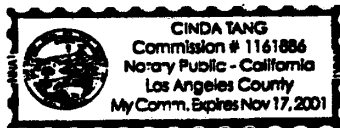
SOLAR ELECTRIC ENGINEERING, INC.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California  
 County of Los Angeles  
 On January 11, 1999 before me, Cinda Tang, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Carl D. Perry  
Name(s) of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cinda Tang  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Release of Collateral Assignment of Patent & Security Agreement

Document Date: January 11, 1999 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Carl D. Perry

- ☐ Individual  
☒ Corporate Officer  
 Title(s): Chairman of the board & CEO  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing:

U.S. Electronics, Inc.  
Formerly known as  
Solar Electric Engineering, Inc.

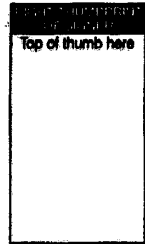


Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer  
 Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing:

\_\_\_\_\_  
 \_\_\_\_\_



**PATENT**  
**REEL: 9790 FRAME: 0639**

**ACKNOWLEDGMENT**

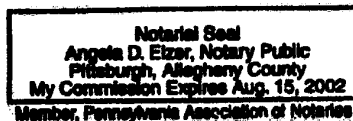
STATE OF Pennsylvania )  
COUNTY OF Allegheny ) SS

I, Angela D. Elzer, <sup>Chief Financial officer</sup> a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Peter Garland, Vice President of ADVANCE U.S.A., INC., a Delaware corporation, known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of such corporation.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of February, 1998. 9.

Angela D. Elzer  
Notary Public

My Commission Expires:





RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

90-581

D

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

Name of applicant/patentee:  
Advance U.S.A., Inc.,  
a Delaware corporation  
7 Matthews Drive  
East Haddam, CT 06423

Name of address of mailing/patentee:  
Name: Solar Electric Engineering, Inc.,  
a California corporation  
Inventor Address: 2117 Morris Street  
Sebastopol, CA 95472

1. Nature of correspondence:  
☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name

Street Address: SAME AS ABOVE

Other: \_\_\_\_\_  
Recording Date: December 1, 1993

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Additional correspondence address(es) marked ☐ Yes ☒ No

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

If this document is being filed together with a new application, the invention date of the application is: \_\_\_\_\_

A. Patent Application No. 49

B. Patent No. 4910067

Additional correspondence address(es) marked ☐ Yes ☒ No

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

Name: Donald C. Reinke  
Inventor Address: 1999 Harrison St., #1300  
Oakland, CA 94612

3. Total number of applications and patent numbers: \_\_\_\_\_

4. Total fee (\$7 CDR 3.00) \$40.00

☒ Refund

☐ Anticipated to be charged to deposit account

Street Address: SAME AS ABOVE

5. Deposit account number:

02-0000

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

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

DO NOT USE THIS SPACE

6. Signature and date:

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.

Donald C. Reinke  
Name of Person Signing  
120 WP 12/15/93 4910067

2 581 40.00 CK

12/01/93  
Date

Total number of pages comprising cover sheet: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

91758398

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, P.O. Box 50300, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0451-0011), Washington, D.C. 20503.

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PATENT  
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RECEIVED  
THE TRADEMARK OFFICE  
320 MONTEGOMERY STREET, 4TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111

**PEZZOLA & REINKE**  
A PROFESSIONAL CORPORATION  
COUNSELORS AT LAW

LAKE MERITT PLAZA BUILDING  
1000 HARRISON STREET, SUITE 1000  
OAKLAND, CALIFORNIA 94612  
TELEPHONE (510) 834-1800  
FACSIMILE (510) 834-9440

December 7, 1993

RECEIVED  
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ASSIGNMENT SECTION  
U.S. PATENT & TRADEMARK OFFICE  
320 MONTEGOMERY STREET, 4TH FLOOR  
SAN FRANCISCO, CALIFORNIA 94111

**Via Federal Express**  
Commissioner of Patents  
and Trademarks  
Box Assignments  
Washington, D.C. 20231

**Re: Recordation of Collateral Assignment of Patent and  
Security Agreement**

Dear Sir or Madam:

Enclosed please find a Collateral Assignment of Patent and Security Agreement by and between Solar Electric Engineering, Inc. and Advance U.S.A., Inc. pertaining to Patent No. 4910067 for recordation. Also enclosed is the Recordation Form Cover Sheet and a check in the amount of \$40.00 for the filing fee. A duplicate copy of the aforementioned documents are also enclosed.

Please record the Collateral Assignment of Patent and Security Agreement and return the copy acknowledging receipt of same in the self-addressed envelope provided.

Very truly yours,

**PEZZOLA & REINKE**  
A Professional Corporation

*Donald C Reinke*

Donald C. Reinke

DCR:md  
File No.: 067.000  
Enclosure

0671307.12

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**COLLATERAL ASSIGNMENT OF PATENT  
AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF PATENT AND SECURITY AGREEMENT (this "Agreement") is made as of November 20, 1993, by and between ADVANCE U.S.A., INC., a Delaware corporation (with a mailing address of 7 Matthews Drive, East Haddam, Connecticut 06423) ("Assignor"), and SOLAR ELECTRIC ENGINEERING, INC., a California corporation (with a mailing address of 117 Morris Street, Sebastopol, California 95472) ("Secured Party").

**RECITALS**

WHEREAS, Assignor has executed and delivered a certain Promissory Note dated as of December 1, 1993 (the "Note"), evidencing a loan provided to Assignor by Secured Party; and

WHEREAS, Assignor and Secured Party on November 20, 1993, entered into an Option Agreement obligating Assignor to sell its assets to Secured Party under the terms specified therein (the "Option Agreement").

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all obligations of Assignor to Secured Party hereunder and under the Note (including, without limitation, any and all costs and expenses, including attorneys' fees, incurred by the Secured Party in the collection, whether by suit or by any other means, of any of the "Obligations"), together with any future advances thereunder, amendments and/or extensions thereof (collectively, the "Obligations"), Assignor hereby grants, assigns and conveys to Secured Party for collateral purposes the entire right, title and interest in and to Patent No. 4910067 covering foam sandwich composite manufacturing materials and processes, and any amendments thereto, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all royalties, continuations, renewals, and extensions (collectively called the "Patent").

2. Assignor covenants and warrants that as of the date hereof:

- a. Other than the Patent, Assignor owns no other patents or patent applications;
- b. Assignor is using the Patent in its business;
- c. To the best of Assignor's knowledge, the Patent is valid and enforceable, and Assignor has notified Secured Party in writing of all licenses and other uses of the Patent of which it is aware;
- d. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent, free and clear of any liens, charges, collateral assignments, mortgages or other encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons, except as disclosed in the Option Agreement; and
- e. Except as otherwise disclosed under that certain Option Agreement dated November 20, 1993 by and between certain parties including Assignor and Secured Party, Assignor has the unqualified right to enter into this Agreement and perform its terms.

3. Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (for example, a license agreement), which would impair Secured Party's security interest under this Agreement, without Secured Party's prior written consent.

4. If an "Event of Default" shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code, as in effect in the State of California, and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at

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public or at a commercially reasonable private sale, or otherwise realize upon, the whole, or from time to time any part of, the Patent, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patent, all expenses (including all reasonable expenses for brokers' fees and attorneys' and paralegals' fees), shall apply the residue of such proceeds toward the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. At least thirty (30) days' notice of any sale or other disposition of the Patent shall be given to Assignor before any public or private sale, or other disposition of the Patent is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patent, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

The occurrence of any of the following events shall constitute an "Event of Default" under this Agreement:

a. Default on Obligations. Assignor fails to pay its Obligations as and when they come due, including, without limitation, any payment of any principal and interest on the Note.

b. Breach of Agreement. Assignor fails to perform or breaches any material obligation under this Agreement or the Note.

c. Inaccuracy of Representation. Any representation or warranty made herein shall prove to have been materially incorrect when made.

d. Bankruptcy.

i) Assignor shall apply for, consent to, or acquiesce in the appointment of the property of Assignor or, in the absence of such application, consent or acquiescence, a trustee or receiver shall be appointed for Assignor;

ii) Any bankruptcy, reorganization, debt arrangement or other proceedings under any bankruptcy or insolvency law, or a dissolution or liquidation proceedings shall be instituted with respect to Assignor and not dismissed within sixty (60) days; or,

iii) Any judgment, writ of attachment or execution or any similar process shall be issued or levied against the Patent.

e. Assignor shall seek dissolution or otherwise elect to discontinue in business for any reason.

5. At such time as Assignor shall satisfy in full all of the Obligations, Secured Party shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patent.

6. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in connection with the enforcement of this Agreement and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in any public offices (not to exceed \$500), the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, or for otherwise protecting, maintaining, preserving the Patent, or in defending or prosecuting any actions or proceedings arising out of or related to the Patent, shall be borne and paid by Assignor on demand by Secured Party, and until so paid shall be added to the principal amount of the Obligations and shall bear interest in the same manner and at the same rate of interest as the amounts due under the Note. Notwithstanding the foregoing, Secured Party shall not defend or prosecute any Patent actions so long as Assignor diligently and with reasonable efforts defends and/or prosecutes the same without impairing Secured Party's security interest herein.

7. Subject to the last sentence in Section 6, Secured Party shall have the right, but shall in no way be obligated to, bring suit in its own name to enforce the Patent and any license thereunder, in which event Assignor shall at the request of Secured Party do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this paragraph.

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KLEPPER &amp; GARY

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8. No course of dealing between Assignor 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 or under the Note, or any other agreement between the parties hereto 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.

9. All of Secured Party's rights and remedies with respect to the Patent, whether established hereby or by the Security Agreement, or by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

10. The provisions of this Agreement 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 in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. This Agreement is subject to modification only by a writing signed by the parties.

12. The benefits and burdens of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties.

13. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state or federal court in the County of Sonoma, State of California.

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts between California residents entered into and to be performed entirely within the State of California.

15. In the event a party breaches this Agreement, the breaching party shall pay all costs and reasonable attorneys' fees incurred by the other party in connection with such breach, whether or not any arbitration or litigation is commenced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Assignor:

ADVANCE U.S.A., INC.  
a Delaware corporation  
7 Matthews Drive  
East Haddam, CT 06423

*Tim O'Neil*  
(Signature)  
TIM O'NEIL VP  
(Print Name and Title)

Secured Party:

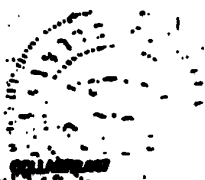
SOLAR ELECTRIC ENGINEERING, INC.  
a California corporation  
117 Morris Street  
Sebastopol, CA 95472

By \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print Name and Title)

Dec. 1, 1993 East Haddam, Ct.  
Notarized signature of Tim O'Neil only.

*Eleanor Miller*  
Eleanor Miller

ELEANORE A. MILLER  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1995



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PATENT  
REEL: 9790 FRAME: 0645

8. No course of dealing between Assignor 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 or under the Note, or any other agreement between the parties hereto 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.

9. All of Secured Party's rights and remedies with respect to the Patent, whether established hereby or by the Security Agreement, or by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

10. The provisions of this Agreement 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 in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. This Agreement is subject to modification only by a writing signed by the parties.

12. The benefits and burdens of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties.

13. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state or federal court in the County of Sonoma, State of California.

14. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, applicable to contracts between California residents entered into and to be performed entirely within the State of California.

15. In the event a party breaches this Agreement, the breaching party shall pay all costs and reasonable attorneys' fees incurred by the other party in connection with such breach, whether or not any arbitration or litigation is commenced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Assignor:

ADVANCE U.S.A., INC.  
a Delaware corporation  
7 Matthews Drive  
East Haddam, CT 06423

By: \_\_\_\_\_  
(Signature)

(Print Name and Title)

Secured Party:

SOLAR ELECTRIC ENGINEERING, INC.  
a California corporation  
117 Morris Street  
Saratoga, CA 95072

By: \_\_\_\_\_  
(Signature)

(Print Name and Title)

REEL  
6782  
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0564

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Sonoma )

RECORDED  
PATENT & TRADEMARK OFFICE

DEC - 8 93

On 12/3/93 before me, Jayne Billington, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared, John Billington

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jayne Billington  
NOTARY PUBLIC SIGNATURE

(SEAL)



RECORDED: 03/08/1999

REEL: 9790 FRAME: 0646