TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**
- [ ] New
- [ ] Resubmission (Non-Recoradation)
  - Document ID:
- [ ] Correction of PTO Error
  - Reel #:
  - Frame #:
- [ ] Corrective Document
  - Reel #:
  - Frame #:

**Conveyance Type**
- [ ] Assignment
- [ ] License
- [ ] Change of Name
- [ ] Merger
- [ ] Other

**U.S. Government**
(For Use ONLY by U.S. Government Agencies)
- [ ] Departmental File
- [ ] Secret File

**Conveying Party(ies)**
- [ ] Mark if additional names of conveying parties attached

<table>
<thead>
<tr>
<th>Name (line 1)</th>
<th>Auto-Sense, Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (line 2)</td>
<td></td>
</tr>
</tbody>
</table>

**Second Party**

<table>
<thead>
<tr>
<th>Name (line 1)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (line 2)</td>
<td></td>
</tr>
</tbody>
</table>

**Receiving Party**
- [ ] Mark if additional names of receiving parties attached

<table>
<thead>
<tr>
<th>Name (line 1)</th>
<th>Auto-Sense Investors, Ltd.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (line 2)</td>
<td></td>
</tr>
<tr>
<td>Address (line 1)</td>
<td>10488 W. 6th Place</td>
</tr>
<tr>
<td>Address (line 2)</td>
<td></td>
</tr>
<tr>
<td>Address (line 3)</td>
<td>Lakewood, CO/USA 80215</td>
</tr>
</tbody>
</table>

**Domestic Representative Name and Address**
Enter for the first Receiving Party only.

<table>
<thead>
<tr>
<th>Name</th>
<th>Barbara Weil Gall</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (line 1)</td>
<td>Sherman &amp; Howard L.L.C.</td>
</tr>
<tr>
<td>Address (line 2)</td>
<td>633 17th Street, Suite 3000</td>
</tr>
<tr>
<td>Address (line 3)</td>
<td>Denver, CO 80202</td>
</tr>
<tr>
<td>Address (line 4)</td>
<td></td>
</tr>
</tbody>
</table>

**FOR OFFICE USE ONLY**
03/22/1999 JSHABAZZ 00000207 4766421
01 FC:581 400.00 OP

Retention of completed Cover Sheet is mandatory in accordance with 37 CFR 1.55(a).
Correspondent Name and Address

Name: Barbara Weil Gall

Address (line 1): Sherman & Howard L.L.C.

Address (line 2): 633 17th Street, Suite 3000

Address (line 3): Denver, CO 80202

Area Code and Telephone Number: 303-299-8346

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 4

Application Number(s) or Patent Number(s)

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

Patent Application Number(s): 4766421 5354983 5463384

Patent Number(s): 4926170 5311012 5675326

5122796 5418359

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 US97/20673 PCT

PCT US98/15053 PCT

Number of Properties

Enter the total number of properties involved. # 10

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 400.00

Method of Payment:

Enclosed X Deposit Account

Deposit Account Number:

#

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.

Barbara Weil Gall

Name of Person Signing

Signature

Date: 3-16-99
EXHIBIT "A"

CONCERNING INTELLECTUAL PROPERTY

DEBTOR: AUTO-SENSE, LTD., a Colorado corporation

SECURED PARTY: AUTO-SENSE INVESTORS, LTD., Trustee

COLLATERAL DESCRIPTION

"Collateral" means the Debtor's interest (whatever it may be) in each of the following, in each case whether now or hereafter existing or now owned or hereafter acquired by the Debtor and whether or not the same is now contemplated, anticipated or foreseeable, or constitutes Collateral by reason of one or more than one of the following clauses, and wherever the same may be located:

(a) all Receivables;
(b) all General Intangibles;
(c) all Inventory;
(d) all Machinery and Equipment;
(e) all books, records, ledgers, cards, files, correspondence, computer programs, tapes, disks and related data processing software (owned by the Debtor or in which it has an interest) that at any time evidence or contain information relating to any Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon;
(f) all goods and other property, whether or not delivered, (i) the sale, lease or furnishing of which gives or purports to give rise to any Receivable, including all merchandise returned or rejected by or repossessed from customers, or (ii) securing any Receivable, including all of the Debtor's rights as an unpaid vendor or liensor, including stoppage in transit, replevin and reclamation with respect to such goods and other properties;
(g) all documents of title, policies and certificates of insurance, securities, chattel paper and other documents or instruments evidencing or pertaining to any Collateral;
(h) (i) to the extent not otherwise constituting Collateral, all cash, securities, instruments and other property at any time on deposit with or held by the Secured Party for the account of the Debtor (whether for safekeeping, custody, pledge, deposit or transmission or otherwise), (ii) all accounts (whether deposit or custody, time or demand or interest or non-interest.
bearing) of the Debtor with the Secured Party, including those to which any such money, securities, instruments or other property may at any time and from time to time be credited, (iii) all investments and reinvestments (however evidenced) of amounts from time to time credited to such accounts, and (iv) all interest, dividends, distributions and other proceeds payable on or with respect to (A) such investments and reinvestments and (B) such accounts;

(i) all claims (including the right to sue or otherwise recover on such claims) (i) to items referred to in the definition of Collateral, (ii) under warranties relating to any Collateral, (iii) against third parties for (A) (B) loss, destruction, requisition, confiscation, condemnation, seizure, forfeiture or infringement of, damage to, payments due or to become due under leases, rentals or hires of, any Collateral and (C) proceeds payable under or unearned premiums with respect to policies of insurance; and

(j) all products and proceeds of Collateral in whatever form.

ADDITIONAL DEFINITIONS
For purposes of this Exhibit "A":

"General Intangibles" means (a) any and all intangible, personal property of the Debtor of every kind, nature and description including (i) rights to the payment or receipt of money or other forms of consideration of any kind at any time now or hereafter owing or to be owed to the Debtor, (ii) claims for tax refunds, (iii) causes of action, whether sounding in tort, contract, patent infringement or otherwise and whether or not currently in litigation, (iv) judgments, (v) Intellectual Property, (vi) inventions, (vii) trade secrets, (viii) designs, (ix) goodwill, (x) licenses, (xi) franchises, (xii) customer lists and (xiii) corporate and other business records, and (b) any and all tangible, personal property in the nature of documents, records and the like, constituting, evidencing or otherwise relating to any such intangible personal property, but excluding any property that otherwise constitutes Collateral.

"Intellectual Property" means (a) (i) patents and patent rights, (ii) trademarks, trademark rights, trade names, trade name rights, corporate names, business names, trade styles, service marks, logos and general intangibles of like nature, in each case, including all goodwill related thereto, and (ii) copyrights, in each case whether registered, unregistered or under pending registration and in the case of any such that are registered or under pending registration, whether registered or under pending registration under the laws of the United States or any other registration under the laws of the United States or any other country, (b) reissues, continuations, continuations-in-part
and extensions of any Intellectual Property referred to in clause (a), and (c) rights relating to any Intellectual Property referred to in clause (a) or (b), including rights under applications (whether pending under the laws of the United States of America or any other country) or licenses relating thereto.

"Inventory" means (a) all inventory, including (i) all goods held by the Debtor for sale or lease or to be furnished under contracts of service or furnished under such contracts; (ii) all work in process; (iii) all raw materials and other materials and supplies of every nature and description used or that might be used in connection with the manufacture, packing, shipping, advertising, selling, leasing or furnishing of such inventory or otherwise used or consumed in the Debtor's business; and (b) all documents evidencing and general intangibles relating to any of the foregoing.

"Machinery and Equipment" means (a) all machinery, equipment, spare parts, tools, furniture, furnishings and instruments of conveyance, including aircraft, vessels and automotive vehicles, (b) all other goods except goods that constitute General Intangibles by virtue of clause (b) of the definition thereof or Inventory, and (c) all replacements and substitutions for, and all accessions to, the foregoing, in each case wherever located and whether or not the same constitutes a "fixture".

"Receivables" means all rights and claims to the payment or receipt of money or other forms of consideration or compensation of any kind at any time now or hereafter owing or to be owing or claimed or that could be claimed to be owing to the Debtor (whether, if subject to the Uniform Commercial Code, classified thereunder as accounts, contract rights, chattel paper, general intangibles, instruments, securities or otherwise) including all such rights and claims in, to and under: (i) (A) accounts, (B) contracts, including guaranties and contracts of insurance of all kinds, including: credit and key-man life insurance, (C) letters of credit, (D) chattel paper, (E) notes, (F) drafts, (G) instruments, (H) documents, (I) acceptances, (J) tax refunds, (K) judgments and (L) all other debts, obligations and liabilities in whatever form now or hereafter owing to the Debtor, and (ii) all causes of action, whether sounding in tort, contract or otherwise and whether or not currently in litigation.
COLORADO UCC-1
Approved by Central Indexing System Board
Total Fee $16 ($15 Filing + $1 Surcharge)

1ST DEBTOR
SSN/FED Tax ID: 84-0739729
Name (Last, 1st): AUTO-SENSE, LTD., a Colorado Corporation
Street: 545 UNIVERSITY, UNIT A
City, State, Zip: BOULDER, CO 80302

Check One:
□ Business
□ Personal

2ND DEBTOR
□ Additional debtor(s) on attachment
SSN/FED Tax ID: 
Name (Last, 1st): 
Street: 
City, State, Zip: 

Check One:
□ Business
□ Personal

1ST SECURED PARTY
□ Additional secured party on attachment
Name (Last, 1st): AUTO-SENSE INVESTORS, LTD.
Street: 10488 WEST 6TH PLACE
City, State, Zip: LAKEWOOD, CO 80215

ASSIGNED PARTY
□ Additional assigned party on attachment
Name (Last, 1st): 
Street: 
City, State, Zip: 

RETURN COPY TO
Name: 
Street: 
City, State, Zip: 

COMPLETE DESCRIPTION OF COLLATERAL
Fold Here

(Description required only if collateral codes do not adequately describe collateral. Only first 250 characters will be entered into CIS data base)

SEE EXHIBIT "A" ATTACHED HERETO

AUTO-SENSE, LTD., a Colorado corporation
Printed Name(s): PRESIDENT
Title: 

AUTO-SENSE INVESTORS, LTD
Printed Name(s): PRESIDENT
Title: 

Debtor Signature(s) (Optional)
Secured Party Signature(s) (Optional)

962063719 C $16.00
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08-23-96 15:05
For Filing Officer Use Only

COUNTY WHERE 1ST DEBTOR RESIDES
(Use 2 Digit Code From Instruction Page)
07

CHECK IF APPLICABLE
□ This statement is to be filed in the real estate records ONLY.
□ This statement is to be filed in UCC AND real estate records.
□ The debtor is a transmitting utility.

EFS FILING?
□ Yes □ No

Collateral Code
010
040
030
034
550
575
600
650

County Code

From Date

To Date

Contact Phone & FAX
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RECORDED: 03/17/1999