

11-22-1999

CUSTOMIZED
FORM PTO-1619A



101176538



U.S. Department of Commerce
Patent and Trademark Office
PATENT

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

Submission Type

- New
- Resubmission (Non-Recordation) - Document ID #:
- Correction of PTO Error - Reel # Frame #
- Corrective Document - Reel #010043 Frame #0077

9-14-99

Conveyance Type

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

Conveying Party(ies)

1. EQUITY DYNAMICS INC.

Execution Date - Month/Day/Year

1. June 9, 1999

Receiving Party(ies)

1. Name: Whitesell of North Carolina, Inc.
Address: 901 West Market Center,
High Point, North Carolina 27261

Correspondent Name and Address

Name: Walter C. Gillis
LARSON & TAYLOR • 1199 No. Fairfax St. • Suite 900 • Alexandria, VA 22314-1437

Tel No. 703-739-4900

Pages: Enter the total number of pages of the attached conveyance document including any attachments # **5**

Application Number(s) or Patent Number(s)

(DO NOT ENTER BOTH numbers for the same property)

Patent Application Number(s)			Patent Number(s)		
08/768,286	08/768,284	08/768,287	5,459,978	5,590,777	5,653,090
08/768,288					

This document is being filed together with a new patent application. Month Day Year
The date the patent application was signed by the first named inventor is:

Patent Cooperation Treaty (PCT)

Enter Number only if a US Appl. No. has not been assigned

Number of Properties

Enter the total number of properties involved **7**

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41)

Payment is **Enclosed** (Any insufficiency in fee is authorized to be charged to Deposit Account No. 12-0555)

\$280.00

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 are authorized, as indicated herein.

Name: Walter C. Gillis

Walter C. Gillis
#29,288

Date: September 14, 1999

09/23/1999 DNGUYEN 00000335 08768286

01 FC:581

280.00 DP

PATENT
REEL: 010238 FRAME: 0777

ASSIGNMENT

Whereas, on May 29, 1997, OnGard Systems Inc., a Delaware corporation (hereinafter "ONGARD"), entered into, with Equity Dynamics Inc., an Iowa corporation, as agent for John Pappajohn and Edgewater Private Equity Fund, L.P., (hereinafter collectively "EQUITY") a Security Agreement and a Conditional Assignment and Grant of Security Interest in Intellectual Property Rights (Patents) (hereinafter "CONDITIONAL ASSIGNMENT"); said CONDITIONAL ASSIGNMENT being recorded in the U.S. Patent and Trademark Office on June 30, 1997 at Reel 8587, Frame 0301;

Whereas, pursuant to the Security Agreement, ONGARD granted to EQUITY a lien in and an irrevocable and unconditional security interest in all ONGARD's right, title and interest in the patents and patent applications identified in Schedule A attached hereto (hereinafter "THE PATENTS");

Whereas, pursuant to the CONDITIONAL ASSIGNMENT, ONGARD assigned, transferred, mortgaged, pledged and conveyed to EQUITY, effective at the option of EQUITY upon the occurrence of an Event of Default, and granted to EQUITY a continuing first priority mortgage on and security interest in, all of ONGARD's right (including, without limitation, the right to sue for past infringements) title and interest in and to THE PATENTS;

Whereas, on December 9, 1997, EQUITY notified ONGARD that ONGARD was in default of its obligations to EQUITY under the SECURITY AGREEMENT;

Whereas, on January 6, 1998, EQUITY notified ONGARD and all secured creditors of ONGARD that EQUITY intended to conduct a private sale of THE PATENTS;

Whereas, on August 30, 1998, EQUITY entered into a BUY-SELL AGREEMENT with pursuant to Whitesell of North Carolina, Inc., a corporation of North Carolina having a place of business at 901 West Market Center, High Point, North Carolina 27261 (hereinafter "WHITESELL") pursuant to which EQUITY, pursuant to rights granted to EQUITY under the Security Agreement and under the CONDITIONAL ASSIGNMENT, and available to EQUITY under Law, EQUITY, on behalf of itself and on behalf of ONGARD, sold, transferred and assigned THE PATENTS to WHITESELL;

Whereas, pursuant to the BUY-SELL AGREEMENT, EQUITY agreed that it will execute and deliver to WHITESELL any and all assignments to WHITESELL and other documents as may be necessary to effectively complete the assignment to WHITESELL of THE PATENTS contemplated by the BUY-SELL AGREEMENT;

Whereas, WHITESELL desires to record in the U.S. Patent and Trademark Office its ownership interest in THE PATENTS;

Now Therefore, in consideration of the purchase of THE PATENTS by WHITESELL and for other good and valuable consideration the receipt of which is acknowledged by EQUITY, and pursuant to the BUY-SELL AGREEMENT, EQUITY, on its behalf and on behalf of ONGARD, confirms that it did previously and does hereby assign, transfer and sell to WHITESELL all of ONGARD's and all of EQUITY's right,

title and interest in, to and under THE PATENTS, and in, to and under any reexaminations, reissues, extensions, continuations or divisions of THE PATENTS, the same to be held and enjoyed by WHITESELL, for its own use and behoof and for the use and behoof of its successors, assigns or other legal representative, to the end of the term or terms for which THE PATENTS are or may be granted, reexamined, reissued or extended as fully and entirely as the same would have been held and enjoyed by ONGARD or by EQUITY, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of THE PATENTS, with the right to sue for, and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives.

EQUITY DYNAMICS INC.
as Agent for John Pappajohn and
Edgewater Private Equity Fund, L.P.

Date: 6/9/95

By: 

Name: Matthew Kinley
Title: Senior Vice President

SCHEDULE A

(To Assignment from OnGard Systems, Inc. and Equity Dynamics Inc.
to Whitesell of North Carolina, Inc.)

PATENTS

Short Title	U.S. Patent No.	Issue Date	Serial No. Filing Date
Autopak I	5,459,978	October 24, 1995	08/025,425 March 1, 1993
Autopak II (CIP of Autopak I)	5,590,777	January 7, 1997	08/361,321 December 21, 1994
Autopak III (CIP of Autopak II)	5,653,090	August 5, 1997	08/576,556 December 21, 1995

PATENT APPLICATIONS

Short Title	U.S. Serial No.	Filing Date
Autopak II, Division 1	08/768,286	December 17, 1996
Autopak II, Division 2	08/768,284	December 17, 1996
Autopak III, Division 1	08/768,287	December 17, 1996
Autopak III, Division 2	08/768,288	December 17, 1996

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 are authorized, as indicated herein.

Name: Walter C. Gillis

W C Gillis

Date: June 23, 1999