

10-18-1999

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



101172949

**RECORDATION FORM COVER SHEET
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8.2.99

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

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID#
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☒ **Assignment** ☐ **Security Agreement**
- ☐ **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
- Name (line 1) **ARD ENVIRONMENTAL, INC.** Execution Date Month Day Year **07 16 99**
- Name (line 2) **a Maryland Corporation**

Second Party

- Name (line 1)
- Name (line 2)
- Execution Date Month Day Year

Receiving Party

- ☐ Mark if additional names of receiving parties attached
- Name (line 1) **Sequoia National Bank**
- Name (line 2) **Luke Lawal**
- Address (line 1) **4912 Del Ray Avenue**
- Address (line 2)
- Address (line 3) **Bethesda** **Maryland** **20814**
- 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.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

- Name **Luke Lawal**
- Address (line 1) **c/o Sequoia National Bank**
- Address (line 2) **4912 Del Ray Avenue**
- Address (line 3) **Bethesda, Maryland 20814**
- Address (line 4)

FOR OFFICE USE ONLY

10/15/1999 HTM: (0000301 5205174)

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100.00 HP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package-0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

PATENT
REEL: 010299 FRAME: 0564

Correspondent Name and Address

Area Code and Telephone Number

301-650-7071

Name

Raymond B. Via, Jr.

Address (line 1)

c/o Linowes and Blocher LLP

Address (line 2)

1010 Wayne Avenue

Address (line 3)

Silver Spring, MD 20910

Address (line 4)

Pages

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

#

8

Application Number(s) or Patent Number(s)

SEE ATTACHED LIST



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)

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

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

3

Fee Amount

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

225-120

Method of Payment:
Deposit Account

Enclosed



Deposit Account



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

Eugene B. Silverman

Name of Person Signing

Signature

7-16-89

Date

MAR -05 '98 (THU) 10:54

T & R LLP

TEL: 410 752 9893

P.009

Schedule A**"UNITED STATES PATENTS AND TRADEMARKS"****"AND PATENT AND TRADEMARK APPLICATIONS"**

of

ARD ENVIRONMENTAL, INC.

NAME	COUNTRY	TYPE	NUMBER	DATE/ISSUED
Trademark Registration No. 1,853,006	USA			September 6, 1994
Patent No. 5,205,174	USA			April 27, 1993
Patent No. 4,910,823	USA			March 27, 1990
Patent No. 4,709,265	USA			November 24, 1987
Trademark Registration No. 1,448,335	USA			July 21, 1987
Patent Pending on OTIS navigational methodology and apparatus	USA			n/a
Trademark Registration Pending on HazVu (a remotely controlled camera, lighting, and pan/tilt system)	USA			n/a

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PATENT AND TRADEMARK SECURITY AGREEMENT**THE PURPOSE OF THIS AGREEMENT IS TO CREATE A SECURITY INTEREST**

THIS PATENT SECURITY AGREEMENT (the "Agreement") is dated as of July 16, 1999 between **ARD ENVIRONMENTAL, INC.**, a Maryland corporation, with a principal place of business at 9115 Whiskey Bottom Road, Laurel, Maryland 20723 (the "Company") and **SEQUOIA NATIONAL BANK**, with an office at 4912 Del Ray Avenue, Bethesda, Maryland 20814 (the "Lender").

BACKGROUND. Pursuant to the terms and provisions of two (2) Notes between the Company and the Lender dated of even date herewith (the "Notes") and all documentation related thereto, including, but not limited to, Commercial Security Agreements, Financing Statements and Guarantee (collectively, the "Financing Agreements"), the Lender has extended a term loan to Company in the principal amount of \$889,000 and a revolving line of credit in the maximum principal amount of \$200,000 (the "Loans"). Part of the inducement for Lender to extend the Loans to the Company is the execution by the Company of this Agreement. Payment of the Loans and the payment or performance of any other obligations of the Company to the Lender pursuant to the Financing Agreements or any other obligations from the Company to Lender whether now existing or hereafter arising as defined more particularly in the Notes, which definition is incorporated herein by reference (collectively, the "Obligations"), are to be secured by, among other things, the security interests created hereby.

NOW, THEREFORE, in consideration of the premises, and as an inducement to the Lender to enter into the Financing Agreements and to extend the Loans contemplated hereby, the Company hereby agrees with the Lender as follows:

1. **Grant of Security Interest.** In order to secure payment of the Loans and any other Obligations, the Company hereby pledges, assigns and grants to the Lender a continuing security interest in and lien on all of the Company's: (i) trademarks and patents and the United States and foreign country registrations therefor (including but not limited to, those listed in Schedule A attached hereto and made a part hereof) (individually, a "Patent and Trademark" and collectively, the "Collateral"); (ii) common law rights to any of the Collateral; (iii) right to sue in Lender's own name or joined with the Company, for past, present or future infringements thereof; (iv) reissues, renewals and extensions thereof; (v) rights corresponding to any of the foregoing throughout the world, all whether now existing or hereafter arising; and (vi) proceeds of any of the foregoing. Without limiting the generality of the foregoing, the Company hereby further grants, assigns and conveys to Lender an exclusive license under and to the Collateral for the purpose of enforcing all of Lender's rights and remedies under this document and the Financing Agreements. Any right to sue shall be discretionary and not an obligation of Lender.

2. Covenants and Warranties of the Company. The Company covenants and warrants that:

(a) The Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) The Company is not a party to any license of any Patent and Trademark as licensor or as a licensee under any license agreements material to its business;

(c) To the best of the Company's knowledge, each of the Patents and Trademarks is valid and enforceable and will be kept valid and enforceable at all times during which the Notes are outstanding;

(d) To the best of the Company's knowledge, no claim has been asserted by any third party that any of the Patents and Trademarks are invalid or unenforceable;

(e) To the best of the Company's knowledge, no claim has been made that the practice of any of the Patents and Trademarks does or may violate the rights of any third person;

(f) Except for the security interest and conditional assignment created by this Agreement, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any liens, security interests, or infringements of any nature whatsoever. No effective assignment or financing statement or other instrument similar in effect covering all of any part of the Collateral is on file in any recording office; except such as may have been filed in favor of the Lender relating to this Agreement or for which duly executed termination statements have been recorded or delivered to the Lender; and

(g) The Company has the unqualified right to enter into this Agreement and perform its terms.

The Company agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Company's obligations, duties and liabilities under this Agreement.

3. Additional Patents and Trademarks. If, before the Obligations shall have been satisfied in full, the Company shall obtain rights to any new Patent and Trademark or become entitled to the benefit of any Patent or Trademark application or any reissue, renewal and extension of any Patent and Trademark, the Company shall give to the Lender prompt notice thereof in writing and the provisions of Paragraph 1 shall apply thereto.

4. Modifications. The Company authorizes Lender to modify this Agreement by amending Schedule A to include any renewals, extensions or additions to any Patent and Trademark utilized by the Company or applied for or obtained hereafter and any renewals, extensions, or additions thereto and any improvements thereon.

5. No Other Liens. The Company shall not permit or offer to exist any lien or security interest upon the Collateral.

6. Events of Default. For the purpose of this Agreement, an event of default shall mean an "Event of Default" as set forth in the Notes evidencing the Loans which definition is incorporated herein by reference.

7. Remedies. In case any one or more Events of Default shall have occurred, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Financing Agreements, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Collateral may be located.

8. Additional Rights of Lender. After the occurrence of an Event of Default, Lender shall have the additional right, but shall in no way be obligated, to bring suit in its own name to enforce its rights in the Collateral and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

9. No Waiver. No failure on the part of Lender to exercise, and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Lender of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to Lender or allowed it by law or other agreement, shall be cumulative and not exclusive the one of any other, and may be exercised by lender from time to time.

10. Further Assurances; Filing. The Company agrees to execute and deliver to Lender, Uniform Commercial Code financing statements and such other documents, instruments, supplemental security agreements and chattel mortgages as Lender may deem necessary, proper or desirable in obtaining the benefits of this document, and the Company hereby authorizes Lender to effect any filing or recording of any such financing statement or statements relating to the Collateral or amendments thereto without the signature of the Company where lawful, and hereby appoints Lender as its attorney-in-fact to execute any such financing or other statement or statements in the name of the Company, and to perform all other acts which Lender deems appropriate to perfect and continue the security interests in, and to protect and preserve, the Collateral. The Company further agrees to assign to Lender its rights in and under any financing statements relating to the Collateral and filed in favor of the Company.

11. Expenses. The Company agrees that all costs and expenses (including attorneys' fees and expenses for legal services of every kind) of, or incidental to, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, custody, care, management, sale or collection of, or realization upon, any of the Collateral or in any way relating to the enforcement or protection of the rights of Lender, or in defending or prosecuting any actions or proceedings arising or related to the Collateral, shall all be borne and paid by the Company on demand by Lender and until paid shall become part of the Obligations secured hereby. Lender may at any time apply to the payment of all such costs and expenses all moneys of the Company or other proceeds arising from the possession or disposition of all or any portion of the Collateral.

12. Notices. All notices, requests, approvals, demands and other communications given or made in connection with the terms and provisions of this Agreement shall be deemed to have been given or made when sent by registered mail, in accordance with the provisions of the Financing Agreements.

13. Successors. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

14. Termination. Upon the payment in full of all amounts due under the Loans and payment and performance of all other Obligations of the Company to Lender, Lender shall execute and deliver to the Company, at the Company's sole cost and expense, any deeds, assignments or other instruments as may be reasonably necessary to revest in the Company full title to the Collateral.

15. Remedies Cumulative. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. Severability. 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, 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 Agreement in any jurisdiction.

17. Waivers. **THE LENDER AND THE COMPANY EACH HEREBY WAIVE TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART. THE COMPANY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THE FINANCING AGREEMENTS AND THIS AGREEMENT ARE A PART IS A COMMERCIAL TRANSACTION, AND**

HEREBY WAIVES COMPANY'S RIGHTS TO NOTICE AND HEARING TO THE EXTENT ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE LENDER MAY DESIRE TO USE. THE COMPANY FURTHER WAIVES DILIGENCE, DEMAND, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, OR OTHER ACTION TAKEN IN RELIANCE HEREON AND ALL OTHER DEMANDS AND NOTICES OR ANY DESCRIPTION IN CONNECTION WITH THIS AGREEMENT, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS. THE LENDER AND THE COMPANY EACH ACKNOWLEDGE THAT IT MAKES THE FOREGOING WAIVERS KNOWINGLY, VOLUNTARILY AND ONLY AFTER CONSIDERATION OF THE RAMIFICATIONS OF THE FOREGOING WAIVERS WITH ITS ATTORNEYS. THE COMPANY FURTHER ACKNOWLEDGES THAT NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REPRESENTED TO THE COMPANY OR ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. Governing Law, Jurisdiction, Venue and Service. The validity and interpretation of this Agreement and the rights and obligations of parties under this Agreement and the Financing Agreements shall be governed by and construed in accordance with the law of the State of Maryland (but not its conflicts of law provisions). The Company agrees that the courts of the State of Maryland the United States District Court for the District of Maryland shall have jurisdiction to hear and determine any claims or disputes pertaining to the financing transactions of which this Agreement is a part and/or the Financing Agreements or to any matter arising or in any way related to this Agreement and/or any of the Financing Agreements, and expressly submits and consents in advance to such jurisdiction and venue in any action or proceeding.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective seals hereunder affixed as of the day and year first above written.

WITNESS/ATTEST

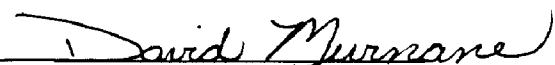
COMPANY:

ARD ENVIRONMENTAL, INC.

By:  [SEAL]

Name: Eugene B. Silverman

Title: President


Name: DAVID MURNANE

WITNESS/ATTEST

LENDER:

SEQUOIA NATIONAL BANK

By:  [SEAL]

Name: LUKE A. LAWAL

Title: Vice-President


Name: _____

STATE OF Maryland
COUNTY OF Montgomery

*
* to wit:
*

I HEREBY CERTIFY that on this 16th day of July, 19999, personally appeared Eugene B. Silverman, known to me to be the President of **ARD ENVIRONMENTAL, INC.**, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.




Notary Public
My Commission Expires: 10/10/99

STATE OF Maryland
COUNTY OF Montgomery

*
* to wit:
*

I HEREBY CERTIFY that on this 16th day of July, 19999, personally appeared Luke A. Lawal, known to me to be the Vice President of **SEQUOIA NATIONAL BANK**, and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.



Notary Public
My Commission Expires: 10/10/99

Schedule A

“UNITED STATES PATENTS AND TRADEMARKS”

“AND PATENT AND TRADEMARK APPLICATIONS”

of

ARD ENVIRONMENTAL, INC.

NAME	COUNTRY	TYPE	NUMBER	DATE/ISSUED
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Patent No. 5,205,174	USA			April 27, 1993
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Trademark Registration Pending on HazVu (a remotely controlled camera, lighting, and pan/tilt system)	USA			N/A

RECORDED
INDEXED
SERIALIZED
FILED
AUG 11 1999
FBI - NEW YORK