

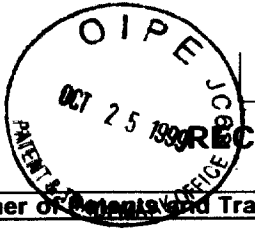
FORM PTO-1619A
OCT 25 1999
OMB # 0027

10-29-1999

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



101186188



**RECORDATION FORM COVER SHEET
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U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Breakaway Technologies, Inc. Execution Date Month Day Year 09281999

Name (line 2) a corporation of Massachusetts

Second Party

Name (line 1) _____ Execution Date Month Day Year _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

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.)

Name (line 1) Lemco-Miller Capital LLC

Name (line 2) a limited liability company of Massachusetts

Address (line 1) 35 Cherry Hill Drive

Address (line 2) _____

Address (line 3) Danvers MA 01923
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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10/28/1999 DNGUYEN 00000321 09070725
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Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

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Address (line 4)

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

Application Number(s) or Patent Number(s) 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)

<input type="text" value="09070725"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4456096"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

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

Method of Payment: Enclosed Deposit Account

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

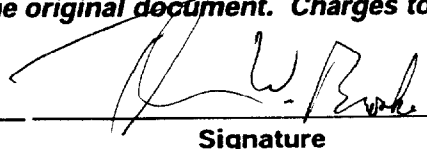
Deposit Account Number: #

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.

Thomas W. Brooke



10/25/99

Name of Person Signing

Signature

Date

ASSIGNMENT OF PATENT FOR SECURITY

This **Assignment of Patent for Security** ("Patent Assignment") is made and entered into as of the 20th day of September, 1999, by and between **Breakaway Technologies, Inc.**, a Massachusetts corporation with a mailing address of P.O. Box 5716, New Bedford, Massachusetts 02740 ("Pledgor"), and **Lemco-Miller Capital LLC**, a Massachusetts limited liability company with a mailing address at 35 Cherry Hill Drive, Danvers, Massachusetts 01923 (the "Secured Party").

WITNESSETH:

WHEREAS, Pledgor has adopted, used and is using the patent listed on the annexed Schedule "A", which patent is registered, to the extent indicated, in the United States Patent and Trademark Office (the "Patent");

WHEREAS, Pledgor has executed a certain Promissory Note of even date herewith payable to Secured Party (the "Note"); and

WHEREAS, Pledgor has agreed to execute and deliver to Secured Party this Patent Assignment as collateral security for the Note.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Pledgor and Secured Party hereby agree as follows:

1. As collateral security for the Note, Pledgor hereby assigns, grants, mortgages, pledges and transfers unto Secured Party a security interest in and to all of its right, title and interest in and to (i) the patent described in Schedule "A" annexed hereto and made a part hereof, and all applications, registrations and recordings thereof; and (ii) all modifications, reissues, extension or renewals thereof (collectively, the "Patent"); and (iii) any and all proceeds of the foregoing, including without limitation, all license royalties under any licenses of the Patent and any claims by Pledgor against third parties for infringement of the Patent.

2. Pledgor shall take all reasonable steps necessary in any proceeding before the United States Patent and Trademark Office, or any similar office, to maintain each application and registration of the Patent, including without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings.

3. Secured Party shall file any necessary financing statements in the appropriate office to evidence this security interest.

4. Upon the final and irrevocable payment in full of all of the Liabilities, Secured Party shall take all actions reasonably necessary or desirable and shall deliver to Pledgor all documents, including any documents which may be required to be recorded in the United States Patent and Trademark Office and state and local offices, which may be required to release the interests transferred to Secured Party hereunder, and to reconvey and confirm Pledgor's clear title in and to the Patent.

IN WITNESS WHEREOF, Pledgor has caused this Patent Assignment to be duly executed by its officer thereunto duly authorized as of date first above written.

PLEDGOR:

Breakaway Technologies, Inc.

By: Robert W. Garrison
Its: CEO

SECURED PARTY:

Lemco-Miller Capital LLC

By: James Miller
Its: Managing Director

**The Commonwealth of Massachusetts
County of Suffolk**

Then personally appeared the above-named Robert W. Garrison
CEO of Breakaway Technologies, and acknowledged the foregoing instrument to be the free act and deed of Breakaway Technologies, Inc. before me.

Mara B. Robinson
Notary Public

My commission expires: _____
Mara B. Robinson
Notary Public
My Commission Expires April 28, 2000

SCHEDULE "A"
to Assignment of Patent for Security

Patent

1.

<u>U.S. Patent Number</u>	<u>Date of Issue</u>	<u>Description</u>
4,456,096	August 14, 1984	Fluid Valve Coupling

2. Patent Pending (as of today, needs to be reinstated):

<u>Serial Number</u>	<u>Date Filed</u>	<u>Title</u>
09/070,725	May 1, 1998	Adjustable Breakaway Valve Coupling