

12-22-1999

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Conveyance Type

☐ Assignment ☒ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

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PATENT
REEL: 010444 FRAME: 0722

Correspondent Name and Address

Area Code and Telephone Number **(805) 962-0083**

Name **Darla R. Anderson**

Address (line 1) **1220 1/2 State Street**

Address (line 2) **Santa Barbara, CA 93101**

Address (line 3)

Address (line 4)

Pages

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

5

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)

5,218,980		

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.

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PCT		PCT		PCT	

Number of Properties

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1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

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Deposit Account

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Deposit Account ☐

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

Deposit Account Number:

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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.

Darla R. Anerson

Name of Person Signing

Darla R. Anderson

Signature

10/27/97

Date

PATENT SECURITY AGREEMENT

This Patent Security Agreement is made September 15, 1997 by David H. Evans (Grantor) and Beall and Burkhardt (Grantee).

Grantor desires to grant and Grantee desires to obtain a lien and security interest on the Patent Collateral as security for a debt by Grantor to Grantee as set forth in a Promissory Note dated July 23, 1997, and Security Agreement dated August 23, 1997 ("Grantor's Obligations"). Grantee desires to have its lien and security interest in the Patent Collateral confirmed by a document identifying that security interest and in such form that may be recorded in the United States Patent and Trademark Office.

In consideration of the mutual promises herein, the parties, intending to be legally bound, agree as follows:

1. In consideration of and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, and to secure Grantor's obligations, Grantor collaterally assigns and grants to Grantee a lien and a security interest in the Patent Collateral, which shall be defined as:

A. All of Grantor's right, title and interest in and to (i) the United States Letters patents and all inventions described and claimed therein set forth in Schedule A and any future patents (collectively referred to as the "Patents"); (ii) the applications for Letters Patent and any inventions described and claimed therein set forth on Schedule A and any Letters Patents that may be issued on any of those applications and any future patent applications (collectively referred to as the "Applications"); (iii) any reissue, extension, division, or continuation of the Patents or Applications (collectively referred to as "Reissued Patents"); (iv) all future royalties or other fees paid or payment(s) made or to be made to Grantor in respect to the Patents (collectively referred to as "Royalties"; and (v) proceeds of all of the foregoing (such proceeds collectively referred to as "Patent Rights") and

B. All rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights collectively referred to as "Claims").

2. Grantor warrants and represents to Grantee that:

A. Grantor is true and lawful owner of the Patent Rights set forth above, including all rights and interests herein granted;

B. The Patent Collateral is valid and enforceable;

C. Grantor has full power and authority to execute and deliver this Agreement;

D. Grantor has no notice of any suits or actions commenced or threatened against it or notice of claims asserted or threatened against it, with reference to the Patent Rights and the interest granted herein; and

E. The Patent Rights and all interests granted herein are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

3. Grantor further covenants that until all of Grantor's Obligations have been satisfied in full, he will (i) not enter into any agreement--including without limitation--license agreement, which are inconsistent with Grantor's undertakings and covenants under this Patent Security Agreement or which restrict or impair Grantee's rights under this Agreement, and (ii) maintain the Patent Collateral in full force and effect.

4. So long as this Patent Security Agreement is in effect and Grantor has not received notice from Grantee that an event of default has occurred under the Security Agreement and that Grantee has elected to exercise its rights hereunder, Grantor shall continue to have exclusive right to use the Patent Rights and to grant licenses with respect thereto. Grantee shall have no right to use the Patent Rights or issue any license with respect thereto, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other person.

5. Grantor agrees not to sell, assign, or further encumber its rights and interests in the Patent Collateral without Grantee's prior written consent.

6. If an event of default shall occur under the Security Agreement, Grantee as the holder of a security interest under the California Uniform Commercial Code as now or hereafter in effect in any applicable jurisdiction, may take any action as permitted by law or equity to foreclose or otherwise realize on the Patent Collateral. For those purposes, Grantor authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on and to file of record, all assignments, applications, document papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee to obtain title to and the right to use the Patent Collateral or to grant or issue any license under the Patent Collateral to any other person, or to assign, pledge, convey, or otherwise transfer title in or dispose of all or part of the Patent Collateral to any other person. Grantor ratifies all that attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney shall be irrevocable for the life of this Agreement.

7. (a) Grantor shall, at his own expense, to the extent Grantor deems necessary, diligently file and prosecute all patent applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be

paid in their customary fashion all fees and disbursement in connection therewith, and shall not abandon any such application before the exhaustion of all administrative and judicial remedies or disclaim or dedicate any Patent without Grantee's prior written consent. Grantor shall not abandon any Patent Collateral without Grantee's prior written consent.

(b) All fees, costs, and expenses (including reasonable attorneys' fees and expenses) incurred by Grantee in connection with the modification, enforcement, or termination of this Agreement and all other documents relating to it and the consummation of this transaction, the filing and recording of any documents (including all taxes in connection with it) in public offices, any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Grantor's Obligations.

8. Grantor shall have the right, with the Grantee's prior written consent to bring suit in his own name to enforce the Patent Collateral. Grantee may, at its option, be joined as a nominal party to the suit if Grantee concludes that joinder is necessary and Grantee is not thereby incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify, defend, and hold Grantee harmless from all damages, costs, and expenses, including reasonably attorney fees, incurred by Grantee pursuant to this Paragraph and all other actions and conduct of Grantor with respect to the Patent Rights during the term of this Agreement.

9. If Grantor fails to comply with any of the understandings and covenants of this Agreement, Grantee may at its sole option do so in its name, but at Grantor's expense. Grantor agrees to reimburse Grantee in full for all expenses (including reasonable attorney fees) incurred by Grantee in protecting, defending, enforcing and maintaining the Patent Collateral.

10. Upon full and unconditional satisfaction of all Grantor's obligations to Grantee, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interest in the Patent Collateral.

11. Grantor acknowledges and agrees that this Agreement shall be recorded in the United States Patent and Trademark Office.

12. (a) This Agreement shall inure to the benefit and be binding upon the parties, their respective successors, heirs, personal representatives, and assigns.

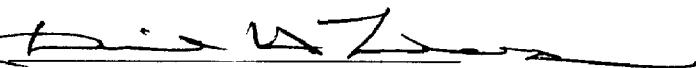
(b) The parties may amend any provision of this Agreement or waive the observance of any provision only by the parties' written consent. Any party's failure to enforce a provision of this

Agreement shall not be construed as a waiver of that party's right to enforce any provision of this Agreement.


(c) This Agreement shall be construed, governed and interpreted by and in accordance with the laws of California.

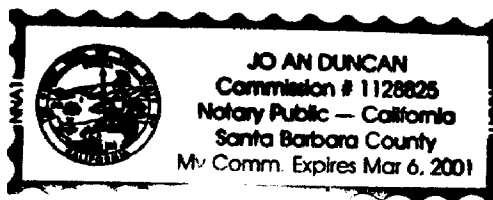
The undersigned parties execute this Patent Security Agreement as of the day and year first written above.

GRANTOR

By: 
David H. Evans


Sworn to before me this 15th day of
SEPTEMBER, 1997.


Notary Public
(GIVE OFFICIAL CAPACITY OF OFFICIAL ADMINISTERING OATH.)




My commission expires _____

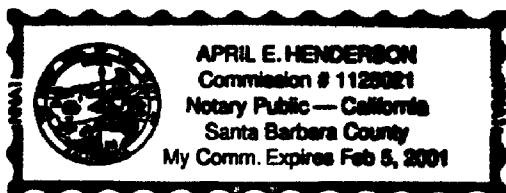
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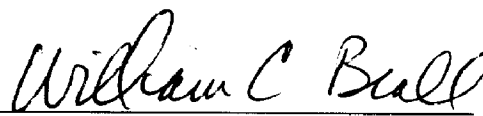
By: 
Eric W. Burkhardt
Beall & Burkhardt

Sworn to before me this 16th day of
September, 1997.

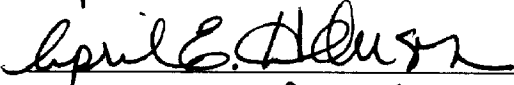

Notary Public
(GIVE OFFICIAL CAPACITY OF OFFICIAL ADMINISTERING OATH.)

My commission expires 2-5-01

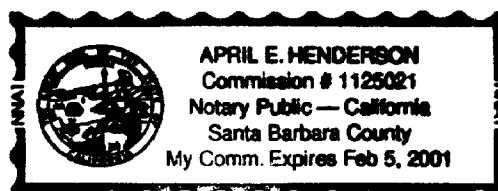


By: 
William C. Beall
Beall & Burkhardt

Sworn to before me this 16th day of
September, 1997.


Notary Public
(GIVE OFFICIAL CAPACITY OF OFFICIAL ADMINISTERING OATH.)

My commission expires 2-5-01



SCHEDULE A

U.S. Patent No. 5,218,980 (issue date June 15, 1993)

Any patent applications to augment that patent currently identified as
"Ultrasonic In-Sink Patent Application" and "Neutral Surfactant Patent
Application,"