

MRD

12-27-99

01-27-2000



PATENT APPLICATION

101251256

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

OFFICE

In Re the Application of:

DOLIFIKA

Serial No.: D323,355

Issued: 01/21/92

Atty. File No.: 3747KB-4

For: "COIN OPERATED PURIFIED
WATER DISPENSING STATION"

In Re the Application of:

DOLIFIKA

Serial No.: D341,627

Issued: 11/23/93

Atty. File No.: 3747KB-4

For: "COIN OPERATED PURIFIED
WATER DISPENSING STATION"

Group Art Unit:

Examiner:

RECORDATION OF SECOND AMENDMENT
TO THIRD PARTY PATENT SECURITY
AGREEMENT

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING
DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS
FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO
ASSISTANT COMMISSIONER FOR PATENTS, WASHINGTON, DC
20231 ON THIS 23 DAY OF December, 1999
SHERIDAN ROSS P.C.

BY:

Bonnie B. Ludlow

BOX ASSIGNMENTS

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

Please record the attached original documents or copy thereof:

1. Name of conveying party(ies): Donald P. Dolifka
2. Name and address of receiving party(ies):

01/24/2000 DC00125 00000000

01 FC:581

KeyBank National Association
600 South Cherry Street, Suite 1000
Denver Colorado 80222

3. Nature of Conveyance:

- | | | | |
|-------------------------------------|---|--------------------------|----------------|
| <input type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input checked="" type="checkbox"/> | Other: <u>Second Amendment to Third Party Patent Security Agreement</u> | | |

Execution Date: October 21, 1999

PATENT

REEL: 010499 FRAME: 0130

4. Application number(s) or patent number(s)
- A. Patent Application No.(s): None.
- B. Patent No.(s): D323,355
D341,627

5. Name and address of party to whom correspondence concerning documents should be mailed:

Dana Hartje Cardwell, Esquire
Sheridan Ross P.C.
1560 Broadway, Suite 1200
Denver, Colorado 80202

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$80.00.

☒ Enclosed

☒ Any deficiency in payment of recording fee is authorized to be charged to Deposit Account.

☐ Authorized to be charged to deposit account.

8. Deposit account number: 19-1970.

9. 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.

Total number of pages including cover sheet, attachments and document: 6

Respectfully submitted,

SHERIDAN ROSS P.C.

Date: 12-23-99

By: Dana Hartje Cardwell

Dana Hartje Cardwell
Registration No. 40,638
1560 Lincoln Street
Suite 1200
Denver, Colorado 80202
(303) 863-9700

This Second Amendment to
Third Party Patent Security
Agreement was prepared
by and, when recorded, should be
returned to:

Keith Block, Esq.
BLOCK MARKUS WILLIAMS, L.L.C.
1700 Lincoln, Suite 3550
Denver, Colorado 80203

SECOND AMENDMENT TO THIRD PARTY PATENT SECURITY AGREEMENT

This Second Amendment to Third Party Patent Security Agreement ("Second Amendment") is executed by Donald P. Dolifka ("Grantor") and KeyBank National Association ("Beneficiary") for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as of the 30th day of September, 1999.

Recitals

A. Grantor executed and delivered to Beneficiary a Third Party Patent Security Agreement ("Third Party Security Agreement") pertaining to the intellectual property described on **Exhibit A** attached hereto and incorporated herein by this reference on or about May 15, 1997. The Third Party Security Agreement was recorded in Reel 8553 at Frame 0510 in the records of the United States Patent and Trademark Office on June 9, 1997.

B. Grantor and Beneficiary executed a First Amendment to Third Party Patent Security Agreement dated as of March 29, 1999 ("First Amendment") pursuant to which Grantor and Beneficiary amended various terms and conditions set forth in the Third Party Security Agreement. The First Amendment was recorded in Reel 9901 at Frame 0383 in the records of the United States Patent and Trademark Office on April 7, 1999.

C. Grantor and Beneficiary wish to amend various terms and conditions set forth in the Third Party Security Agreement, as amended by the First Amendment, as described in this Second Amendment.

D. Capitalized terms used herein but not defined herein shall have the meanings given them in the Third Party Security Agreement and other Loan Documents.

Agreements

1. Section 2 of the Third Party Security Agreement shall be amended to read:

2. **Obligations Secured by Collateral.** The Collateral shall secure the payment and performance of all of the Borrower's and Guarantor's present and future indebtedness, liabilities and obligations to Lender of any kind (collectively "Obligations") including, but not limited to, the Obligations described in:

a. the Second Amended and Restated Loan and Security Agreement dated as of September 30, 1999 and any amendments, modifications, replacements or substitutions thereto (collectively, the "Loan Agreement");

b. the First Amended and Restated Revolving Line of Credit Promissory Note in the original principal amount of Twelve Million and No/100 Dollars (\$12,000,000.00) dated as of September 30, 1999 and any amendments, modifications, replacements or substitutions thereto (collectively, the "Revolving Line of Credit Note");

c. the Second Amended and Restated Guaranty executed by Guarantor and dated as of September 30, 1999;

d. this Agreement and any amendments, modifications, replacements or substitutions hereto;

e. all other present and future promissory notes, pledge agreements, security agreements, deeds of trust, mortgages, this Agreement or any other documents pertaining to the Loan Agreement, Revolving Line of Credit Note, or otherwise related to the transactions contemplated therein (collectively, the "Other Loan Documents");

f. all present and future instruments and agreements between the Borrower and Lender pertaining to any of Borrower's depository, checking and other accounts and any amendments, modifications, replacements or substitutions thereto (collectively, the "Account Documents").

Hereinafter, the Loan Agreement, Revolving Line of Credit Note, this Agreement, Guaranty, Other Loan Documents, Account Documents, and other present and future instruments and agreements between Borrower and Lender or Guarantor and Lender of any kind may be referred to collectively as the "Loan Documents."

2. The Third Party Security Agreement shall remain in full force and effect except as amended by the First Amendment and this Second Amendment.

3. This Second Amendment shall be governed by the laws of State of Colorado and the federal laws of the United States of America.

4. This Second Amendment and the other loan documents herein represent the complete and integrated understanding between the parties pertaining to the subject matter thereof. All prior and contemporaneous agreements, written or oral, express or implied, are of no further force and effect to the extent inconsistent therewith.

PATENT
REEL: 010499 FRAME: 0134

EXHIBIT A

Patent No.

Date Issued

Patent Description

D323,355

January 21, 1992

Design of Watermill Express
Station

D341,627

November 23, 1993

Design of Watermill Express
Station