

CORRECTED COVER SHEET - DOCUMENT I.D.

05-03-2000

VI Ref. No.: 0057547-0043

FORM PTO-1595 (CORRECTED)

RECORDATION F

(Rev. 6-93)

PATENT



DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101342796

copy thereof.

1. Name of conveying party(ies)

L-3 Communications Corporation
Communications Systems-East
1 Federal Street
Camden, NJ 08103

- ☐ Individual(s)
☐ General Partnership
☒ Corporation-State
☐ Association
☐ Limited Partnership
☐ Other

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Fortress Technologies Inc. of Florida

Internal Address:

Street Address: 2701 N. Rocky Point Drive,
Suite 650

City: Tampa State: FL Zip: 33607-5917

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
☒ Security Agreement
☐ Merger
☐ Change of Name
☐ Other

Execution Date: **November 29, 1999**

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execute date of the application is:

A. Patent Application No(s). 09/010,102; 09/001,698; 60/047,312; 09/082,576; 60/059,834;
09/253,090; 09/204,691; 60/033,995; 60/075,330

B. Patent No(s). 5,757,924

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Theodore J. Mlynar**Internal Address: **Whitman Breed Abbott & Morgan LLP**Street Address: **200 Park Avenue**City: **New York** State: **New York** Zip: **10166**

6. Total number of applications and patents involved.....

10

7. Total fee (37 CFR 3.41).....

\$0.00

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: **50-0297**

(Attach duplicate copy of this page if paying by deposit account)

Do not use this space

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.

Theodore J. Mlynar

Name of Person Signing

Signature

April 14, 2000

Date

Total number of pages including cover sheet, attachments, and document: **8**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

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CORRECTED

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PATENT
REEL: 010742 FRAME: 0025

12-22-1999

WBAM Ref. No.: 0057547-0043

FORM PTO-1595

RE

(Rev. 6-93)

12-07-99



ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of

101230032

original documents or copy thereof.

1. Name of conveying party(ies)

L-3 Communications Corporation
Communications Systems-East
1 Federal Street
Camden, NJ 08103

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09/253,090; 09/204,691; 60/033,995; 60/075,330

B. Patent No(s). 5,757,924

Additional numbers attached? ☐ Yes ☒ No

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

Name: Theodore J. Mlynar

Internal Address: Whitman Breed Abbott & Morgan LLP

Street Address: 200 Park Avenue

City: New York State: New York Zip: 10166

6. Total number of applications and patents involved.....

10

7. Total fee (37 CFR 3.41) \$400.00

☒ Enclosed (Check No. 2705)☐ Authorized to be charged to deposit account # 50-0297

8. Deposit account number: 50-0297

(Attach duplicate copy of this page if paying by deposit account)

Do not use this space

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.

Theodore J. Mlynar

Name of Person Signing

Signature

December 7, 1999

Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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Washington, D.C. 20231

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March 30, 1999

Via TELECOPY

L-3 Communications Corporation
Communications Systems-East
1 Federal Street
Camden, NJ 08103

Attn: Gregory Roberts
President

Re: Financing Security Interest

Dear Mr. Roberts:

By way of this letter and as an inducement for L-3 Communications Corporation or any of its affiliates (collectively, "L-3") to provide a loan or other financing to Fortress Technologies, Inc. ("Fortress") in connection with the transactions contemplated by that certain letter of intent dated March 30, 1999, between Fortress and L-3, Fortress hereby grants to L-3 a general first priority security interest in all the property and assets of Fortress in which it has a right or interest now existing or hereafter acquired or arising, wherever such property or assets are located or situated, including all substitutions, replacements, proceeds and products thereof, except such intellectual property (the "Intellectual Property") which, as of the date hereof, is subject to an existing security interest (all such property and assets, collectively, the "Collateral").

Following the date hereof, Fortress shall use its best efforts to obtain by no later than April 8, 1999 any and all consents required to enable it to grant to L-3 a security interest in the Intellectual Property (the "Consents") that is *pari passu* with any and all existing security interests therein. Upon receipt of all the Consents, the Collateral shall automatically, without any action on the part of Fortress or L-3 or any other party, be deemed to include the Intellectual Property.

The security interest granted hereby (i) shall be a first priority security interest, (ii) shall be continuing and shall secure all present and future loans or other financings by L-3 to Fortress, whether or not at some prior point in time all loans or other financings then outstanding shall have been satisfied and (iii) may not be amended or modified without the prior written consent of L-3.

2701 NORTH ROCKY POINT DRIVE, TAMPA, FLORIDA 33607
TELEPHONE: 813-268-7388 • FACSIMILE: 813-268-7389

www.fortress-tech.com
142491-v3 0057547-0043

Fortress hereby irrevocably appoints L-3 as its attorney-in-fact, with full authority in the place and stead of Fortress and in the name of Fortress or otherwise, to execute, file and record any financing statements and any amendments thereto or continuations thereof, naming Fortress as debtor and L-3 as the secured party, or to take any other actions necessary for L-3 to perfect, maintain or protect the security interest granted herein.

Fortress agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents (including financing statements or amendments thereto or continuations thereof), and take all further action, that may be necessary or desirable, or that L-3 may reasonably request, in order to perfect, maintain and protect the security interest granted herein.

The execution of this letter agreement shall not and will not constitute a violation or breach of, or default under, any agreement or instrument to which Fortress is a party.

This letter may be executed (including by facsimile transmission) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If the foregoing correctly sets forth your understanding with respect to the security interest granted herein, please indicate by executing a copy of this letter as provided below and returning the same to the undersigned.

FORTRESS TECHNOLOGIES, INC.

By: Aharon Friedman
Name: Aharon Friedman
Title: Chairman of the Board

Accepted and Agreed to as of the
date first above written:

L-3 COMMUNICATIONS CORPORATION,
Acting through its
Communications-East Division

By: Gregory B. Roberts
Name: Gregory Roberts
Title: President

342491-43 0057547-0043

**STATE OF FLORIDA
UNIFORM COMMERCIAL CODE STATEMENT OF CHANGE FORM UCC-3 (REV. 1993)**

This Statement of Change is presented to a filing officer pursuant to the Uniform Commercial Code:

| | | | |
|---------------------------------------------------------------------------------------|--|---------------------------------|-----------------------|
| 1. Debtor (Last Name First if an individual) FORCRESS TECHNOLOGIES, INC. | | 1a. Date of Birth or FEE | |
| 1b. Mailing Address 2701 NORTH ROCKY POINT DRIVE | | 1c. City, State TAMPA, FL | 1d. Zip Code 33607 |
| 2. Additional Debtor or Trade Name (Last Name First if an individual) | | 2a. Date of Birth or FEE | |
| 2b. Mailing Address | | 2c. City, State | 2d. Zip Code |
| 3. Secured Party (Last Name First if an individual) L-3 COMMUNICATIONS CORPORATION | | | |
| 3a. Mailing Address 600 THIRD AVENUE | | 3b. City, State NEW YORK, NY | 3c. Zip Code 10016 |
| 4. Additional Secured Party (Last Name First if an individual) | | | |
| 4a. Mailing Address | | 4b. City, State | 4c. Zip Code |

5. This Statement refers to original Financing Statement bearing file number: 990000077529 filed on 4/8/99

- 6.
- A. ☐ Continuation- The original Financing Statement between the Debtor and Secured Party bearing the file number shown above is confirmed.
- B. ☐ Release- The Secured Party releases the collateral described in Block 7 below from the Financing Statement bearing the file number shown above. RELEASE DOES NOT TERMINATE LIEN AGAINST DEBTOR.
- C. ☐ Full Assignment- All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7 below.
- D. ☐ Partial Assignment- Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7. A description of the collateral subject to the assignment is also shown in Block 7.
- E. ☐ Amendment- The Financing Statement bearing the file number shown above is amended as set forth in Block 7. (See instructions for signature requirements.)
- F. ☒ Termination- The Secured Party no longer claims an interest under the Financing Statement bearing the file number shown above.
- G. ☐ Other-

7. Description of collateral released or assigned, Assignee name and address, or amendment. Use additional sheet(s) if necessary.

FILE WITH: FL SOS

This space for use of Filing Officer

8. Signature(s) of Debtor(s); (only if amendment - see instructions)

9. Signature(s) of Secured party(ies):

L-3 COMMUNICATIONS CORPORATION

BY: X Assistant Secretary

10. Number of Additional Sheets Presented 0

11. Return Copy to:

Name

Address

Address

City, State, Zip

CSC
P.O. Box 5828
Tallahassee, FL 32314
(800) 342-8086

990000270965

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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STANDARD FORM - FORM UCC-3

Approved by Secretary of State, State of Florida

** TOTAL PAGE: 03 **

P. 003

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RECORDED: 12/07/1999

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