

09-25-2000

RE



SHEET

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

Submission Type

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

Conveyance Type

- (X) 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) Undersea Breathing Systems, Inc.
Name (line 2) William H. Delp, II

Execution Date
Month Day Year
August 25, 2000

Second Party

Name (line 1) _____
Name (line 2) _____

Execution Date
Month Day Year

5865877

Receiving Party

() Mark if additional names of receiving parties attached

Name (line 1) Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.
Name (line 2) _____
Address (line 1) 255 S. Orange Avenue, Suite 1401
Address (line 2) _____
Address (line 3) Orlando, FL 32809
City State or 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 _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

FOR OFFICE USE ONLY

09/25/2000 JJM/LME 00000320 5865877

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160.00 00

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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: 011084 FRAME: 0824

Correspondent Name and Address

Area Code and Telephone Number

407-841-2330

Name

Herbert L. Allen

Address (line 1)

Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A.

Address (line 2)

255 South Orange Avenue, Suite 1401

Address (line 3)

Post Office Box 3791

Address (line 4)

Orlando, Florida 32802-3791

Pages

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

1

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)

5,865,877
5,858,064
5,846,291
4,611,845If 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 Treat (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. # 4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$160.00

Method of Payment: Check

Enclosed (X)

Deposit Account ()

Deposit Account

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

Deposit Account Number:

01-0484

Authorization to charge additional fees:

Yes (X)

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.

Herbert L. Allen

Name of Person Signing

Signature

September 1, 2000

Date

FIRST MORTGAGE OF UNITED STATES PATENTS
AND OTHER INTELLECTUAL PROPERTY



This First Mortgage was made on Aug 25, 2000 between Undersea Breathing Systems, Inc. and William H. Delp, II (collectively "Mortagor") whose address is 3599 23rd Avenue, South, Unit 9 Lake Worth, Florida 33461 and Allen, Dyer, Doppelt, Milbrath & Gilchrist, P.A. ("Mortgagee") whose address is Citrus Center-Suite 1401, 255 South Orange Ave., Orlando, FL 32802.

WHEREAS, Mortgagor has an interest in certain United States patents and is developing additional methods and products which may result in additional applications, all of which are more specifically identified in Attachment "A" (herein "the Patent Rights"); and

WHEREAS, Mortgagor has agreed to execute this First Mortgage in order to provide security for future payments by Mortgagor to Mortgagee under that certain Promissory Note dated August 25, 2000 between Mortgagor and Mortgagee.

NOW THEREFORE, as security for the future payments due from Mortgagor to Mortgagee, Mortgagor executes and conveys to Mortgagee this First Mortgage in all of Mortgagor's ownership, rights, title and interest in the Patent Rights described in Attachment "A".

Mortgagor warrants that the Patent Rights are free and clear of all liens, encumbrances, mortgages, security interests or other charges. Mortgagor agrees to execute all appropriate documents reasonably required in the future to secure Mortgagee's rights herein and shall not transfer or otherwise encumber any Patent Rights described herein.

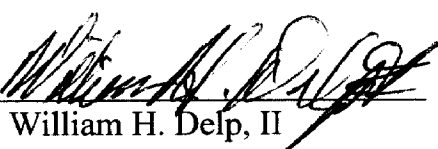
In the event Mortgagor breaches any provisions herein or any provision of that Promissory Note dated August 25, 2000, Mortgagee shall be entitled, in its sole discretion, to foreclose its interests herein in accordance with Florida or other applicable law, but is under no obligation to

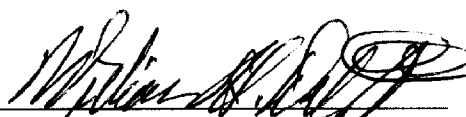
look first to the security to satisfy any debts.

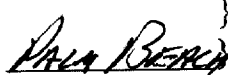
This mortgage shall be governed and construed in accordance with the laws of the State of Florida and all parties consent to exclusive jurisdiction for enforcement of this instrument in the appropriate court in and for Orange County, Florida.

The prevailing party in any action to enforce this Agreement or foreclose interests herein shall be entitled to an award of reasonable attorney's fees.

Undersea Breathing Systems, Inc.

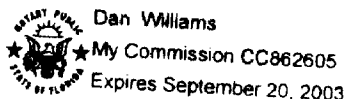
By: 
William H. Delp, II
Its: President


William H. Delp, II, Individually

STATE OF FLORIDA }
COUNTY OF  }

Before me appeared William H. Delp, II, individually and as the President of Undersea Breathing Systems, Inc., who executed the foregoing First Mortgage in my presence on August 22, 2000.

SEAL





Notary Public (signature)

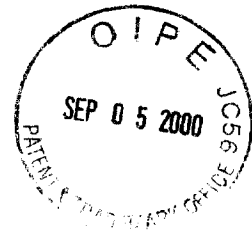
Dan Williams

Notary Public (printed name)

My Commission Expires:

ATTACHMENT "A"

1. United States Patent No. 5,865,877
2. United States Patent No. 5,858,064
3. United States Patent No. 5,846,291
4. United States Patent No. 4,611,845
5. Any existing foreign patents owned by William H. Delp, II or Undersea Breathing Systems, Inc.
6. Any pending U.S. and foreign patent applications or later issued U.S. or foreign patents owned by William H. Delp, II or Undersea Breathing Systems, Inc.
7. All future inventions or improvements developed by Undersea Breathing Systems, Inc. or William H. Delp, II or any Undersea Breathing Systems, Inc. employees.



PROMISSORY NOTE

\$58,565.15

Orlando, Florida

Date: August 1, 2000

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Allen, Dyer, Doppelt, Milbrath & Gilchrist, Professional Association, P.O. Box 3791, Orlando, Florida 32802 or at such place as the holder(s) of this note may designate in writing the principal sum of dollars (\$58,565.15), together with interest thereon from August 1, 2000 at the rate of 5% per annum on the unpaid balance until paid, as follows:

(X) \$1,500.00 monthly beginning August 10, 2000 for 45 months, with the last payment due on June 10, 2004 of \$2,290.53. *25 ave*

() Payment in full on or before 25 1000

() On demand. *30 days notice*

If default be made in the payment of any installment under this note, and if such default is not made good within ten ~~(10)~~ days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder(s) of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. In the event of default in the payment of this note, and if the same is placed in the hands of an attorney at law for collection, the undersigned hereby agree(s) to pay all costs of collection including reasonable attorneys' fee. Presentment, protest and notice are hereby waived.

Undersea Breathing Systems, Inc.

By: William H. Delp, II
William H. Delp, II
Its: President

William H. Delp, Individually
William H. Delp, Individually