

12-12-2000

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Patent and Trademark Office



101549294

To the Honorable Commissioner of Patents and Trademarks, ~~these~~ ~~received~~ ~~are~~ ~~attached~~ original documents or copy thereof.

1. Name of conveying party(ies):

Breault Research Organization, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 08/18/00

2. Name and address of receiving party(ies):

Name: Silicon Valley Bank

Internal Address: Loan Documentation HG150

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

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

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

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

A. Patent Application No.(s)

5,313,542

5,475,617

5,615,294

5,640,246

5,729,640

6,055,511

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Silicon Valley Bank

Internal Address: Loan Documentation HG150

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41):\$ 240.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Teresa Gomez

Name of Person Signing

Signature

11/10/00

Date

Total number of pages comprising cover sheet: 6

OMB No 0651 -0011 (exp 4/94)

12/12/2000 6TOM11 00000098 5313542

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240.00 DP

PATENT
REEL: 011314 FRAME: 0095

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 18, 2000 by and between SILICON VALLEY BANK ("Bank") and Breault Research Organization, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated August 18, 2000 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

6400 East Grant Road
Tucson, AZ 85715

Attn: _____

Address of Bank:

4455 E. Camelback Road, Suite E-290
Phoenix, AZ 85018

Attn: _____

GRANTOR:

Breault Research Organization, Inc.

By: Robert Breault

Title: CEO

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

EXHIBIT A
Copyrights

Breault Research Organization, Inc.

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
1	All printed and on-line information products (Manuals, BRO Web pages, online Help, Marketing Technical Documents)	None	None

NOT FILED -
PM

EXHIBIT B**Patents**

Breault Research Organization, Inc.

Patents Issued as of August 17, 2000

	<u>Description</u>	<u>Patent Number</u>	<u>Issuance Date</u>
1	Apparatus and method of rapidly measuring hemispherical scattered or radiated light	5,313,542	May 17, 1994
2	Process of reconstructing a single data profile of rapidly measured hemispherical scattered or radiated light	5,475,617	December 12, 1995
3	Apparatus for collecting light and its method of manufacture	5,615,294	March 25, 1997
4	Apparatus for measuring reflected light utilizing spherically arranged optical fibers	5,640,246	June 17, 1997
5	Process of acquiring with an X-Y scannable array camera light emanated from a subject	5,729,640	March 17, 1998
6	Computerized Incentive Compensation	6,055,511	April 25, 2000

EXHIBIT C
Trademarks

Breault Research Organization, Inc.
Patents Issued as of August 17, 2000

	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1	ASAP Product name	None	None
2	APART Product name	None	None
3	ReflectorCAD Product name	None	None

NOT FILED -

