

12-22-2000

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☐ Assignment

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☒ Security Agreement

☐ Change of Name

☐ 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) CLEARCUBE TECHNOLOGY, INC.

Execution Date
Month Day Year
09 27 00

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) TRANSAMERICA BUSINESS CREDIT CORPORATION

Name (line 2)

Address (line 1) 9399 West Higgins Road, Suite 600

Address (line 2)

Address (line 3) Rosemont

IL

USA

60018

City

State/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)

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PATENT
REEL: 011349 FRAME: 0124

PATENT

Correspondent Name and Address

Area Code and Telephone Number 310-471-3000

Name LEVY, SMALL & LALLAS

Address (line 1) Att: Kathryn Gambino

Address (line 2) 815 Moraga Drive

Address (line 3) Los Angeles, CA 90049

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)

SEE ATTACHED EXHIBIT "A"

Patent Number(s)

SEE ATTACHED EXHIBIT "A"

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.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

14

Fee Amount

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

Method of Payment:

Deposit Account

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

Enclosed ☐Deposit Account ☐

Deposit Account Number:

#

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.

Kathryn Gambino

Name of Person Signing

Signature

12/19/00

Date

Exhibit "A"

PATENTS AND PATENT APPLICATIONS

Patent Description	Appl. No.	Patent No.
Method and Apparatus of enabling the Transmission of Multiple Wide Band-width Electrical Signals	08/674,626	5,966,056
Technique for Performing Amplitude Modulation without Creating Side-bands	08/955,534	
Technique to Facilitate the Independent Bi-directional Data Transmission on a Single Amplitude Modulated Carrier	08/955,532	
Technique to Encode Multiple Digital Data Steams in Limited Bandwidth for Transmission in a Single Medium	08/958,184	6,037,884
An Analog Technique to Detect Asymmetric Radio Frequency Pulse	08/958,017	6,020,839
Narrow Band-pass Interferometer Filter having Enhanced Operational Characteristics	08/955,480	5,994,952
Video Data Transmission and Display System and Associated Methods for Encoding/Decoding Synchronization Information and Video Data	08/935/968	5,926,172
A Technique to Transfer Multiple Digital Data Streams over a wire or Wireless Medium	09/179,809	
Computer System having remotely located I/O devices	09/072/320	6,038,616
Computer Network having commonly located computing systems	09/072,397	6,012,101
Computer Network Having Multiple Remotely Located Human Interface Devices	09/072,216	6,119,146
Computer System Having Reduced Cable Requirements	09/349,691	
A Technique to Extend the Operational Distance of a Universal Serial Buss	60/144,809	
Video Monitor Having an input/output Device interface board incorporated therein	09/349,685	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 27, 2000, is entered into between **CLEARCUBE TECHNOLOGY, INC.**, a Delaware corporation ("Grantor"), which has a mailing address at 8834 Capital of Texas Highway N., Suite 140, Austin, Texas 78759, and **TRANSAMERICA BUSINESS CREDIT CORPORATION**, a Delaware corporation, ("TBCC") having its principal office at 9399 West Higgins Road, Suite 600, Rosemont, Illinois 60018 and having an office at 15260 Ventura Blvd., Suite 1240, Sherman Oaks, California 91403.

RECITALS

A. Grantor and TBCC are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to TBCC.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. GRANT OF SECURITY INTEREST.

To secure the complete and timely payment and performance of all Obligations, and without limiting any other security interest Grantor has granted to TBCC, Grantor hereby grants, assigns, and conveys to TBCC a security interest in Grantor's entire right, title, and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(iii) All of Grantor's right to the trademarks and trademark registrations listed on Exhibit A attached hereto, as the same may be updated hereafter from time to time;

(iv) All of Grantor's right, title, and interest, in and to the patents and patent applications listed on Exhibit B attached hereto, as the same may be updated hereafter from time to time;

(v) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of TBCC for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vi) All of Grantor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of TBCC for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(viii) All general intangibles relating to the foregoing and all other intangible intellectual or other similar property of the Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(ix) All products and proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. AFTER-ACQUIRED PATENT OR TRADEMARK RIGHTS.

If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to TBCC with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligation under this Section 2, Grantor authorizes TBCC to modify this Agreement by amending Exhibits A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Exhibits A or B shall in any way affect, invalidate or detract from TBCC's continuing security interest in all Collateral, whether or not listed on Exhibit A or B.

3. GENERAL PROVISIONS.

3.1 Rights Under Loan Agreement. This Agreement has been granted in conjunction with the security interest granted to TBCC under the Loan Agreement. The rights and remedies of TBCC with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference.

3.2 Successors. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Grantor may not transfer any of the Collateral or any rights hereunder, without the prior written consent of TBCC, except as specifically permitted hereby.

3.3 Amendment; No Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 2 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving TBCC greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to TBCC under the Loan Agreement.

3.4 Governing Law. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY THE INTERNAL LAWS AND DECISIONS OF THE STATE OF ILLINOIS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**TRANSAMERICA BUSINESS CREDIT
CORPORATION**

By: 
Title: _____

**Keith J. Mason
Executive Vice President**

CLEARCUBE TECHNOLOGY, INC.

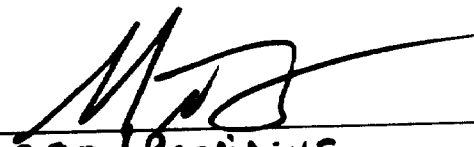
By: 
Title: CEO / President
MIKE FROST

Exhibit "A"PENDING TRADEMARKS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial No.</u>
CLEARCUBE TECHNOLOGY	4/27/2000	76038591
CLEARCUBE	4/27/2000	76036685

Exhibit "B"PATENTS AND PATENT APPLICATIONS

Patent Description	Appl. No.	Patent No.
Method and Apparatus of enabling the Transmission of Multiple Wide Band-width Electrical Signals	08/674,626	5,966,056
Technique for Performing Amplitude Modulation without Creating Side-bands	08/955,534	
Technique to Facilitate the Independent Bi-directional Data Transmission on a Single Amplitude Modulated Carrier	08/955,532	
Technique to Encode Multiple Digital Data Steams in Limited Bandwidth for Transmission in a Single Medium	08/958,184	6,037,884
An Analog Technique to Detect Asymmetric Radio Frequency Pulse	08/958,017	6,020,839
Narrow Band-pass Interferometer Filter having Enhanced Operational Characteristics	08/955,480	5,994,952
Video Data Transmission and Display System and Associated Methods for Encoding/Decoding Synchronization Information and Video Data	08/935/968	5,926,172
A Technique to Transfer Multiple Digital Data Streams over a wire or Wireless Medium	09/179,809	
Computer System having remotely located I/O devices	09/072/320	6,038,616
Computer Network having commonly located computing systems	09/072,397	6,012,101
Computer Network Having Multiple Remotely Located Human Interface Devices	09/072,216	6,119,146
Computer System Having Reduced Cable Requirements	09/349,691	
A Technique to Extend the Operational Distance of a Universal Serial Buss	60/144,809	
Video Monitor Having an input/output Device interface board incorporated therein	09/349,685	