FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

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U.S. Department of Commerce Patent and Trademark Office **PATENT** 

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# DECODDATION FORM COVED SHEET

| RECORDATION FORM COVER SHEET  |                         |                                  |               |                  |                      |   |  |  |
|---|-------------------------|----------------------------------|---------------|------------------|----------------------|---|--|--|
| PATENTS ONLY  TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). |                         |                                  |               |                  |                      |   |  |  |
| Submission Type   Conveyance Type   |                         |                                  |               |                  |                      |   |  |  |
| XXXNew  |                         | Assignment XXXSecurity Agreement |               |                  |                      | t   |  |  |
| Resubmission (Non-Recordation) Document ID#   |                         | License Change of Name           |               |                  |                      |   |  |  |
| Reel #  | of PTO Error Frame #    | Merger                           |               | Other            | nment                |   |  |  |
| Corrective I  | Frame #                 |                                  |               | tmental File     | overnment Agenc      | ecret File  |  |  |
| Conveying Party(ies)  Mark if additional names of conveying parties attached Execution Date Month Day Year                  |                         |                                  |               |                  |                      |   |  |  |
| Name (line 1)   | Robb, Robert W.         |                                  |               |                  |                      | 10202000  |  |  |
| Name (line 2)   |                         |                                  |               |                  |                      | Execution Date<br>Month Day Year  |  |  |
| Second Party Name (line 1)  | Junglegames.Com, In     | ıc.                              |               |                  |                      | 10202000  |  |  |
| Name (line 2)   |                         |                                  |               |                  |                      | 09481776  |  |  |
| Receiving Party  Mark if additional names of receiving parties attached   |                         |                                  |               |                  |                      |   |  |  |
| Name (line 1)   | Hernandez, Gabriel      |                                  |               |                  |                      | is an assignment and the receiving party is not domiciled in the United     |  |  |
| Name (line 2)   |                         |                                  |               |                  |                      | States, an appointment of a domestic representative is attached.            |  |  |
| Address (line 1)  | P.O. Box 2131           |                                  |               |                  |                      | (Designation must be a separate document from Assignment.)                  |  |  |
| Address (line 2)  | Preedom, CA 35019       |                                  |               |                  | 05010                | Assignment  |  |  |
| Address (line 3)  | Freedom<br>City         | Califorr<br>State/Co             | ountry        |                  | 95019<br>Zip Code    |   |  |  |
| Domestic Rep  | oresentative Name and A | ddress<br>                       | Enter for t   | he first Recei   | ving Party only      |   |  |  |
| Name _  |                         |                                  |               |                  |                      |   |  |  |
| Address (line 1)  |                         |                                  |               |                  |                      |   |  |  |
| Address (line 2)  |                         |                                  |               |                  |                      |   |  |  |
| Address (line 3)  |                         |                                  |               |                  |                      |   |  |  |
| Address (line 4)  |                         | FOR OFFICE US                    | E ONLY        |                  |                      |   |  |  |
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20503. See DMB D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See DMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washing PATE 20131

| FORM PTO-1619B<br>Expires 06/30/99<br>OMB 0651-0027  | Page 2   | U.S. Department of Commerce<br>Patent and Trademark Office<br>PATENT |
|--|--|--|
| Correspondent Name and Address   | Area Code and Telephone Number (83   | 1) 426-8525  |
| Name Kandel, Brian M.  |  |  |
| Address (line 1) 1414 Soquel Avenu   | ue, Suite 203  |  |
| Address (line 2) Santa Cruz, Cali  | fornia 95062   |  |
| Address (line 3)   |  |  |
| Address (line 4)   |  |  |
| Pages Enter the total number of paincluding any attachments.   | ges of the attached conveyance document  | # 12   |
| Application Number(s) or Patent Nun  |  | nal numbers attached   |
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| Patent Cooperation Treaty (PCT)  | РСТ  | РСТ  |
| Enter PCT application number   |  | РСТ  |
| only if a U.S. Application Number has not been assigned.   | PCT PCT PCT  |  |
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|  | osed XXX Deposit Account   |  |
| Deposit Account  | ditional fees can be charged to the account.)  |  |
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|  | Authorization to charge additional fees: Yes   | š [  |
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| To the best of my knowledge and b  | pelief, the foregoing information is true and original document. Charges to deposit acc  | ount are authorized, as  |
| attached copy is a true copy of and  | Ungital and the second and the secon |  |
| indicated herein.  | Struct   | 12/18/00<br>Date   |
| Brian M. Kandel, Esq.  Name of Person Signing  | Signature  | Daio   |
| Name of Ferson Jights  | \ У  |  |

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P.02

#### SECURED PROMISSORY NOTE

\$50,000.00

October 20, 2000

FOR VALUE RECEIVED, ROBERT W. ROBB and JUNGLEGAMES.COM, Inc., a Nevada corporation, herein collectively referred to as "Debtor", hereby promises to pay to GABRIEL HERNANDEZ, hereinafter referred to as "Hernandez", the amount of FIFTY THOUSAND DOLLARS (\$50,000 00), on or before December 20, 2000

In consideration of Hernandez's agreement to the terms of this note, Debtor hereby grants a security interest to Hernandez in and to certain patent rights as provided in EXHIBIT "A" attached herete and incorporated herein, until such time as this note is paid in full.

The unpaid principal amount of this note shall, at the election of Hernandez, mature and become immediately due and payable without proportment or domand for payment, dishonor or notice of dishonor, protest or notice of protest or other formality, all of which are hereby expressly waived, upon the happening of any one or more of the following events of default:

- (a) If Debtor commences proceeds for bankruptcy, insolvency, readjustment of debt or liquidation under any statute of the federal government or any state government or if Debtor is adjudged bankrupt or insolvent under any law or statute or if Debtor applies for, or any action indicates Debtor's approval of, consent to, or acquiescence in, the appointment of a trustee or receiver for the whole or any substantial portion of Debtor's assets or if a trustee or receiver (other than an exparte trustee or receiver) is appointed for the whole or any substantial portion of Debtor's assets.
- (b) The happening of any event that would constitute a default by Debtor under this note or any Exhibits hereto.

Should any such event of default occur, Debtor shall pay all costs and expenses of collection, including reasonable attorneys' fees incurred by the holder of this note if suit is filed.

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This time shall be governed by the laws of the Sour of California. Principal and interest shall be payable in lawful money of the United States of Atalonica.

THIS LOAN HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1939, AS AMENDED (THE "ACT"), AND MAS BEEN TAKEN BY THE LEDER FOR INVESTMENT PURPOSES. THIS LOAN MAY NOT BE SULD OR TRANSFERRED WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE COMPANY.

ROMERT W KOBB

JUNGLEGAMES, COM, Inc., a Nevada corpotation

ROBERT W ROSE CEO

Agreed to and accepted:

GARREL MERNANDEZ

**PATENT** 

REEL: 011393 FRAME: 0965

P.04

# EXHIBIT A

#### SECURITY AGREEMENT

This AGREEMENT is made and entered into on October 20, 2000, by and between ROBERT W. ROBB and JUNGLEGAMES.COM, INC., a Nevada corporation (collectively "DEBTOR"), each of 189 S. 1000 W., Orem, UT \$4058, and GABRIEL HERNANDEZ ("SECURED PARTY"), of P.O. BOX 2/3/ FACESTIP CA 95019

#### 1. SECURITY INTEREST:

In order to secure the payment of the Debt described below and the obligations of this Security Agreement, Debtor gives Secured Party a security interest in the following Collateral under the California Commercial Code.

#### 2. COLLATERAL:

One-half of one percent (.5%) ownership in all right, title, and interest in and to:

United States Patent Application Serial No. 09/481,726, filed 1/11/00, entitled "Method and Apparatus for Casino Gaming System for, e.g., Skill Based Games", and patents issuing thereon and patents claiming priority thereto; and

United States Patent Application Serial No. 09/545,987, filed 4/10/00, entitled "Method and Apparatus for Casino Machine Gaming System", and patents issuing thereon and patents claiming priority thereto; and

United States Patent Application Serial No. 09/568,459, filed 5/9/00, entitled "Method and Apparatus for Multiplayer Casino Machine Gaming System, and patents issuing thereon and patents claiming priority thereto; and

United States Patent Application in process, entitled "Method and Apparatus for Casino Machine Gaming System for Fixed Achievement Games", and patents issuing thereon and patents claiming priority thereto; and

### Associated know-how.

In the event Debtor satisfies the obligations set forth in the Promissory Note with Secured Party excessed October 20, 2000 (the "Note"), all of the aforementioned security interest shall revert from Secured Party to Debtor.

#### 3. AFTER-ACQUIRED PROPERTY AND PROCEEDS:

The Collateral includes: all proceeds, increases, substitutions, replacements, additions, improvements and accessions to the Collateral and all proceeds from insurance on the Collateral. This provision shall not be construed to mean that Debtor is authorized to sell, lease, or dispose of the Collateral without the consent of Secured Party.

#### 4. FUTURE ADVANCES AND OTHER DEBTS:

The debt includes: any renewals or extensions of the Note; any amounts advanced by Secured Party to protect its security interests in the Collateral, any future amounts advanced by Secured Party at its option to Debtor; and any and all other liabilities of Debtor to Secured Party, now existing or later incurred, matured or unmatured, direct or contingent.

#### 5. OWNERSHIP OF COLLATERAL:

Debtor represents that he and it are the owners of the Collateral. Except for the security interest created by this Security Agreement, Debtor represents that the Collateral is free from any lien, security interest, encumbrance, or claim. The Debtor warrants and represents that there are no restrictions on the transfer of the Collateral, and that the Debtor has the right to transfer the Collateral free of any encumbrances.

#### 6. SALE OR ENCUMBRANCE OF COLLATERAL:

Debtor will not, without the prior written consent of Secured Party, sell, contract to sell, lease, encumber, or dispose of the Collateral or any interest therein until this Security Agreement and all debts secured thereby have been fully satisfied.

### 7. TIME OF PERFORMANCE AND WAIVER:

In performing any act under this Security Agreement and the Note secured thereby, time shall be of the essence. Secured Party's acceptance of a partial or delinquent payment, or the failure of Secured Party to exercise any right or remedy shall not be a waiver of any obligation of Debtor or right of Secured Party or constitute a waiver of any other similar default subsequently occurring. A waiver will be valid only if it is in writing and signed by Secured Party.

#### 8. DEFAULT:

Debtor shall be in default under this Security Agreement on the happening of any of the following events or conditions:

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- (a) Default in the payment or performance of any obligation, covenant, or liability contained or referred to in the Note or in this Security Agreement.
- (b) The making of any levy or attachment of the Collateral.

#### 9. REMEDIES:

Upon the occurrence of any such event of default, and at any time thereafter, Secured Party may declare all obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the California Commercial Code as well as other rights and remedies either at law or in equity possessed by the Secured Party.

### 10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:

Debtor's representations and warranties made in this Agreement will survive its execution, delivery, and termination. Debtor further warrants and represent that the terms of this Agreement and the Promissory Note with Secured Party executed October 20, 2000 have been duly approved by the Board of Directors of Junglegames.com, Inc.

#### 11. ASSIGNMENT:

This Agreement will bind and benefit the successors and assignees of the parties. Either party may not assign its rights under this Agreement without the prior written consent of the other party.

#### 12. GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California.

### 13. ENTIRE AGREEMENT:

This Agreement is the entire agreement, and supersedes any prior agreement or understandings between Debtor and Secured Party relating to the subject matter hereof.

# 14. FURTHER ASSURANCES:

Debtor agrees to execute any and all documents necessary or required to effectuate the transactions contemplated by this Agreement.

### 15. ATTORNEY'S FEES:

In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all

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fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of atterneys and accountable, which shall include, without limitation, all fees, costs and expenses.

IN WITNESS WHEREOF, AND WITH INTENT TO BE BOUND, Debter and Secured Party have executed this Agreement as of the date first written above.

Debtor:

Secured Party:

ROBERT W ROBB

GABRIEL MERNANDEZ

JUNGLEGAMES COM, INC., a Nevada corporation

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PATENT

**REEL: 011393 FRAME: 0969** 

#### LOAN SUBSCRIPTION AGREEMENT

JUNGLEGAMES.COM, INC. 189 S. 1000 W. Orem, UT 84058 Attention: C.E.O.

#### Ladies and Gentlemen:

- 1. Subscription. Subject to the terms and conditions of this Agreement, the undersigned GABRIEL HERNANDEZ ("Lender") hereby irrevocably agrees to loan JUNGLEGAMES.COM, INC. ("the Company") the total principal amount of Fifty Thousand Dollars (\$50,000) (the "Loan"). The Loan shall be repaid by Company in accord with the Promissory Note between Company and Lender of even date herewith. Lender understands and acknowledges that the minimum aggregate loan amount required by Company is Twenty-Five Thousand Dollars (\$25,000). In exchange for the Loan, Lender, concurrently with the execution of this Agreement, is effecting a wire transfer to the account of Junglegames.com, Inc. in the amount of Fifty Thousand Dollars (\$50,000), i.e., the principal amount set forth above. As consideration for the Loan, the Company agrees to pay Lender the additional sum of Twenty Five Thousand Dollars (\$25,000), which sum shall be paid by Company to Lender on or before December 20, 2000.
- 2. Acceptance by Company. This Agreement shall become effective upon acceptance by the Company. This subscription is made subject to the terms and conditions set forth in this Agreement.

### 3. Securities Laws.

- (a) Lender represents and warrants to the Company as follows:
- (i) Lender acknowledges that the Loan has not been registered under the Securities Act of 1933, as amended (the "Act"), and is being offered under one or more of the exemptions from registration provided for in Sections 4(2) and 3(b) of the Act, including Regulation D promulgated under those sections. Lender further acknowledges that the Loan has not been qualified under the California Corporate Securities Law of 1968 in reliance on an exemption from qualification, and has not been qualified under any other state securities laws. Lender further acknowledges that the Company is relying on the truth and accuracy of the representations, warranties, and acknowledgements made in this Agreement in offering the Loan to Lender without registering the Loan under the Act or qualifying the Loan under applicable state securities laws.
- (ii) Lender acknowledges that the offer and sale of the Loan was not accomplished by the publication of any advertisement.
  - (iii) Lender is a citizen of the United States, and at least 18 years of age.

Lender is a bona fide resident and domiciliary (not a temporary or transient resident) of California, and has no present intention of becoming a resident of any other state or jurisdiction.

- (iv) Lender understands that (A) the Loan is suitable only for an individual who is able to bear the economic consequences of losing his or her entire Loan amount; (B) the Loan is speculative and involves a high degree of risk of loss; and (C) there are substantial restrictions on the transferability of, and there will be no public market for, the Loan, and accordingly, it may not be possible to liquidate the Loan in the case of an emergency.
  - (v) Lender (initial either or both, as appropriate):

has a preexisting personal or business relationship with the Company or individuals who are its directors, officers, or controlling persons, so that he is aware of the character, business acumen, and general business and financial circumstances of the Company and such individuals; or

- cither alone or with his professional representatives and advisors who are unaffiliated with the Company and who are not compensated, directly or indirectly, by the Company or any affiliate or selling agent of the Company ("Representatives"), has sufficient knowledge and experience in business and financial matters to be capable of evaluating the merits and risks of the Loan and to protect his own interest in connection with the purchase of the Loan.
- (vi) Lender has the financial ability (A) to beer the economic risk of the Loan; and (B) currently to afford a complete loss of the principal amount of the Loan without experiencing any undue financial difficulties, and Lender's commitments to speculative investments (including this Loan) are reasonable in relation to his net worth and annual income
- (vii) Lender acknowledges that: (A) the Company is a start-up company with limited financial and operating history. (B) a start-up venture is inherently risky and speculative; and (C) to succeed, the Company will need to attract additional operating funds and additional personnel, and there can be no assurances that the Company will be able to attract the needed funds and personnel.
- (viii) Lender acknowledges that this transaction has not been reviewed or scrutinized by the Securities and Exchange Commission or by any administrative agency charged with the administration of the securities laws of any state, and that no such agency has passed on or made any recommendation or endorsement of the Loan.
- (ix) In making the decision to enter into the Loan, Lender has relied solely on independent investigation made by Lender or his Representatives. Lender and his Representatives: (A) have been given all financial, business, or other information they have requested relating to the Company: (B) have been given the opportunity to ask

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questions of, and to receive answers from, persons acting on behalf of the Company concerning the terms and conditions of the offering of the Loan; and (C) have been given the opportunity to obtain any additional information, to the extent such persons possess such information or can obtain it without unreasonable effort or expense, which Lender deems necessary to evaluate the investment in the Loan.

- (x) Lender is making the Loan in good faith solely for his own account (or his trust account if Lender is a trustee), for investment purposes only, and not with a view to any sale, distribution, subdivision, or fractionalization of the Loan, in whole or in part.
- (xi) Lender acknowledges that the Company will rely on the foregoing representations and warranties in determining whether to enter into the Loan. If for any reason the representations and warranties are no longer true and accurate prior to acceptance of this Agreement by the Company, Lender will give the Company prompt written notice of the inaccuracy.
- (b) Lender acknowledges and agrees that the Loan will bear the legends specified in Section 4, that the restrictions will be noted in the records of the Company.
- (c) The representations, warranties, acknowledgments, and agreements set forth in this Agreement shall survive both (i) acceptance by the Company of Lender's subscription to the Loan, and (ii) Lender's death or disability, and shall be binding upon Lender's heirs, executors, administrators, successors, and assigns.
- 4. <u>Legends</u>. The Company will place appropriate legends on the Loan as required by applicable securities laws, including a legend reading substantially as follows:

THIS LOAN HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND HAS BEEN TAKEN BY THE LEDER FOR INVESTMENT PURPOSES. THIS LOAN MAY NOT BE SOLD OR TRANSFERRED WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE COMPANY.

- 5. <u>Indemnification</u>. Lender shall indemnify and hold harmless the Company, its officers and directors, and any of its affiliates, associates, agents, or employees from and against any and all loss, damage, or liability (including costs and ettorneys' fees) due to or arising out of a breach of any representation, warranty, or acknowledgment made by Lender in this Agreement.
- 6. Representations and Warranties of the Company. The Company hereby represents and warrants to Lender that:
- (a) Organization, Good Standing, and Qualification. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its

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business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties.

- (b) Authorization. All corporate action on the part of the Company and its officers, directors, and shareholders that is necessary for the authorization, execution, and delivery of this Agreement and the I nan, and for the performance of all obligations of the Company in connection with them, has been taken or will be taken prior to the acceptance of this subscription. This Agreement and the Loan constitute valid and legally binding obligations of the Company, enforceable in accordance with their respective terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws or court decisions of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws or court decisions relating to the availability of specific performance, injunctive relief, or other equitable remedies, or to equitable principles of general applicability.
- (c) Governmental Consents. Subject in part to the truth and accuracy of Lender's representations set forth in Section 3 above, no consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for certain filings under applicable state "Blue Sky" securities laws, and the rules under those laws, which filings will be effected promptly after consummation of the Loan
- (d) Compliance with Other Instruments and Laws. The Company is not in violation or default (i) of any provision of its Articles of Incorporation or Bylaws, or (ii) in any material respect of any instrument, judgment, order, writ, decree, or contract to which it is a party or by which it is bound, or, to the best of its knowledge, of any provision of any federal or state statute, rule, or regulation applicable to the Company. The execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated by it, will not result in any such violation, or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any provision of law, instrument, judgment, order, writ, decree, or contract, or an event that results in the creation of any lien, charge, or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization, or approval applicable to the Company, its business or operations, or any of its assets or properties.
- (e) <u>Disolosure</u>. Neither this Agreement, nor any other statements or certificates made or delivered in connection with this Agreement, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements in this Agreement not misleading under the circumstances in which they were made.
- 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts wholly made and performed in the State of California.

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- P.12
- 8. Entire Agreement. This Agreement, together with those documents relating to the same transaction that are referred to in this Agreement, is intended to be the final, complete, and exclusive statement of the terms of the agreement between Lender and the Company with regard to the subject matter of this Agreement. This Agreement supersades all other prior agreements, communications, and statements, whether written or oral, express or implied, pertaining to that subject matter. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements, oral or written, and this Agreement may not be explained or supplemented by evidence of consistent additional terms.
- 9. Amendments: Waivers. This Agreement may not be amended or modified except in a writing signed by both parties. No waiver of any provision of this Agreement shall be deemed to, or shall, operate as a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the parry making the waiver.
- 10. Successors and Assigns. Lender agrees that he will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement, except as expressly permitted by this Agreement. Any such purported assignment, sale, transfer, delegation, or other disposition shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Company and, subject to the limitations set forth in this Agreement, any successors and assigns of Lender, including any executors, administrators or other legal representatives of Lender, and shall not benefit any person or emity other than those specifically enumerated in this Agreement.
- 11. Further Assurances. Each party to this Agreement agrees to perform any and all further acts and to execute and deliver any documents that may reasonably be necessary to carry out the provisions of this Agreement.
- 12. Severability. If any provision of this Agreement, or its application to any personplace, or circumstance, is held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, that provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and of that provision shall remain in full force and effect as applied to other persons, places, and circumstances.
- 13. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Unless the context requires otherwise, all references in this Agreement to Sections are to the sections of this Agreement.

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FROM : SED STATION 3

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GABRIEL HERNANDEZ

TUNGLEGAMES COM, INC. hereby accepts the foregoing subscription, subject to the seems and conditions of this Agreement, as of 1/20; 2000

JUNGLEGAMES.COM, INC.

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**REEL: 011393 FRAME: 0975** 

**PATENT** 

# Certificate of Express Mailing Pursuant to 37 C.F.R. § 10

I hereby certify that this Recordation Form Cover Sheet – Patents Only (2 pages) and the attached conveyance document which consists of a Secured Promissory Note dated October 20, 2000 (2 pages), Exhibit "A" thereto which is a Security Agreement dated October 20, 2000 (4 pages) and a Loan Subscription Agreement dated October 20, 2000 (6 pages) are being deposited with the United States Postal Service on this dated December 18, 2000 in an envelope bearing "Express Mail Post Office to Addressee" Mailing Number EJ087224375US addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Dated: December 18, 2000

**RECORDED: 12/20/2000** 

Brian M. Kandel

1570 The Alameda, Suite 200 San Jose, California 95126

(o) (408) 280-1277

(f) (408) 294-1376