

01-24-2001

RECC

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-8-01

101591624

To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Authorgenics, Inc.

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

☐ Yes ☒ No

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

Name: Mark AuerbachAddress: 206 Lindy LaneBala Cynwyd, Pennsylvania 19004

3. Nature of conveyance:

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

Additional name(s) & address(es) attached?

☐ Yes ☒ NoExecution Date: November 1, 2000

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

A. Patent Application No.: 08/549,633B. Patent No(s): 5,815,717Title: Application Program and
Documentation Generation System
and MethodFiled Date: October 27, 1995Additional numbers attached? ☒ Yes ☐ No

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

5. Name and address of party to whom
correspondence concerning document should
be mailed:Name: Gerald B. RosenbergAddress: NewTechLaw285 Hamilton AvenueSuite 520Palo Alto, California 94301Telephone: 650-325-21006. Total Number of Applications 2 at \$40.00
and Patents involved: each.7. Total Fee due (37 C.F.R. §3.41): \$ 80.00.
☒ Check Enclosed.8. Fee Authorization. Authorization is given to charge any
additional fees or credit any overpayment to Deposit
Account No. 50-0890.(A duplicate copy of this authorization is not enclosed.)

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.*

23488

PATENT TRADEMARK OFFICE

01/23/2001 AHMED1 00000083 08549633

80.00 00

Gerald B. RosenbergAttorney (Reg. No.: 30,320)Gerald B. Rosenberg
Signature1/2/2001
Date10. Total number of pages to be recorded: 15 (2 page cover sheet and 13 page document).Attorney Docket No.: AISO1000
gbr/aiso/1000.064.assign.rec.wpdPATENT
REEL: 011440 FRAME: 0619

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1. (Cont'd): Additional Conveying Parties:	2. (Cont'd): Additional Receiving Parties:
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	Name: <hr/> Address: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

4. A. Application numbers (Cont'd):
Patent Application No.: 09/162,425 Filed Date: September 28, 1998
Title: Efficient Application Sequence Generator System and Method
Patent Application No.: Filed Date:
Title:
Patent Application No.: Filed Date:
Title:
Patent Application No.: Filed Date:
Title:
Patent Application No.: Filed Date:
Title:
Patent Application No.: Filed Date:
Title:

4. B. Patent numbers (Cont'd):
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

**AMENDED
COLLATERAL ASSIGNMENT OF PATENTS,
COPYRIGHTS AND TRADEMARKS**

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the undersigned **AUTHORGENICS, INC.**, (the **"Borrower"**) a Florida corporation, having a principal place of business at 1517 Johnson Ferry Road, Suite 275, Marietta, Georgia 30062, by this "Collateral Assignment", hereby grants, assigns and conveys to **MARK AUERBACH**, whose address is 206 Lindy Lane, Bala Cynwyd, Pennsylvania 19004, as Agent ("Agent") for **Lewis Solomon** ("Solomon"), **Ron Collins** ("Collins"), **Phillip O'Reilly** ("O'Reilly"), **Stephen A. Ollendorff** ("Ollendorff") (formerly erroneously described as **Steven A. Ollendorff**), **Burt Sager** ("Sager") (formerly erroneously described as **Bert Sager**), **Edward I. Croft** ("Croft"), **Neil Tabatznik** ("Tabatznik") and **Noro-Moseley and Company III, L.L.C.**, a Georgia limited liability company ("Mosley") (formerly erroneously described as **Noro Mosley**), collectively herein the **"Lenders"**, the Borrower's entire present and future right, title and interest in and to (i) the patents, copyrights, service marks and/or trademarks and any applications therefor listed on **Exhibit "A"** herein, and (ii) any other patents, copyrights, service marks and/or trademarks and applications therefor which Borrower shall hereafter acquire, and (iii) all associated trade secrets and other confidential information and know-how, in each case including without limitation all proceeds thereof (such as, by way of example, licence royalties and proceeds of infringement or misappropriations and all rights corresponding thereto throughout the world, and the goodwill of the business to which such property relates, and (iv) all other intellectual property of the Borrower of any kind or form whatsoever (all of the aforesaid property being hereinafter referred to as the **"Assigned Property"** as security for the payment when due whether by declaration, acceleration or otherwise of the principal of, accrued interest on, and all the Obligations of the Borrower under the notes described below, and of any and all future promissory notes, loans or other forms of indebtedness or obligations of the Borrower in favor of the Agent as Agent for Lenders (collectively, the **"Liabilities"**).

The following provisions are the basis for, and are incorporated as a part of, this Agreement.

A. Solomon, Collins, O'Reilly, Ollendorff and Sager (the **"Initial Lending Group"**) through Solomon as Agent for all of them, collectively loaned to Borrower the sum of \$60,000.00 evidenced by that certain Promissory Note of Borrower dated July 6, 2000 (the **"Initial Loan"**).

B. The Initial Loan is secured by, among other things, that certain Collateral Assignment dated July 6, 2000 executed by Borrower in favor of the Initial Lending Group (the **"Collateral Assignment"**).

C. The Initial Lending Group together with Tabatznik and Mosley loaned additional money to Borrower evidenced by the following promissory notes (collectively, the "Second Loan"):

(i) Promissory Note of the Borrower in favor of Mark Auerbach as Agent for the Initial Lending Group dated of even date herewith in the original principal amount of \$60,000.00 (the "Additional Note");

(ii) Promissory Note of the Borrower in favor of Tabatznik in the original principal amount of \$20,000.00; and

(iii) Promissory Note of the Borrower in favor of Mosley in the original principal amount of \$20,000.00.

D. The Lenders desire to document the advance of additional funds to Borrower in the additional amounts of \$80,000 made on or about August 17, 2000 and \$80,000 made on or about September 25, 2000 of \$80,00, respectively the "Third Loan" and the "Fourth Loan". Each such Loan being evidenced by a Demand Promissory Note in the principal amount of \$80,000. The Lenders have also agreed to lend an additional \$80,000 on or about October 31, 2000, if in their sole discretion, they determine that Borrower has met certain criteria to be determined solely by Lenders. At the time of such advance, on or about October 31, 2000, all of the Loans and all of the Notes will be consolidated and evidenced by a Consolidated Demand Promissory Note in the principal amount of \$400,000. (the "Note") which consolidates the notes evidencing the Initial Loan, the Second Loan, the Third Loan, the Fourth Loan and the October 31, 2000 advances in the amount of \$80,000.

E. The Lenders and the Borrower desire to amend the terms of the Collateral Assignment to secure payment of the Loans and advances described above and all subsequent advances, whether evidenced by a note or not. This Amended Collateral Assignment is executed and delivered in conjunction with a Restated Amended Security Agreement of even date herewith. This Amended Collateral Assignment of Patents, Trademarks and Copyrights, the Restated Amended Security Agreement and the Notes and eventually the Note are also collectively referred to herein as the "Loan Documents". The provisions of such Loan Documents relating to payments and allocation of payments and the provisions relating to the Agent and the provisions of the Restated Amended Security Agreement authorizing Agent to act on behalf of Lenders and setting forth Agents duties and powers are incorporated herein by reference.

F. The total principal amount of the notes and other advances made by Lenders (together with continuing interest, and expenses the Obligations and other amounts becoming due to Lenders from Borrowers under this or any other Loan Document, the "Indebtedness"). The Indebtedness is due and owing in full on Demand. Borrower and Agent on behalf of Lenders and Lenders have mutually agreed that the Indebtedness is and will be secured by this Agreement. This

Amended Collateral Assignment without constituting a novation, cancellation or extinguishment of such agreement, amends the Collateral Assignment executed by Borrower on July 6, 2000 relating solely to the Initial Lending Group as amended by an second Collateral Assignment date July 28, 2000 securing the Initial Loan and the Second Loan.

Based on the foregoing, Borrower agrees as follows:

1. The Borrower covenants and warrants that:

(a) Each of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property is subsisting and has not been adjudged invalid or unenforceable;

(b) To the best of the Borrower's knowledge, all of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property are valid and enforceable;

(c) No claim has been made that the use of any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property does, or may, violate the rights of any third person;

(d) Except as provided herein, the Borrower is the sole and exclusive owner of the entire right, title and interest in and to all of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property;

(e) The Borrower has the unqualified rights to enter into this Assignment and perform its terms;

(f) The Borrower has used, and shall continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Assigned Property; and

(g) The Borrower has used, and shall continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under any trademarks or service marks constituting part of the Assigned Property.

2. The Borrower hereby grants to the Agent and its employees and agents the rights to visit the Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks or service marks constituting a part of the Assigned Property, and to inspect the products and quality control records relating thereto at reasonable times during regular business

hours. The Borrower shall do any and all acts required by the Agent to ensure the Borrower's compliance with **Section 1(g)** above.

3. The Borrower agrees that, until all of the Liabilities shall have been satisfied in full, it shall not enter into any agreement (for example, a license agreement) which is inconsistent with the Borrower's obligations under this Agreement, without the Agent's prior written consent, except for the license provided for in **Section 6** below.

4. If, during the term of this Agreement, the Borrower shall at any time or from time to time, acquire any additional patents, copyrights, trade secrets, confidential information, now-how, service marks and/or trademarks and/or applications therefor not then listed on **Exhibit "A"**, the Borrower shall give to the Agent prompt notice thereof in writing and the provisions hereof shall automatically apply thereto and such item shall automatically become Assigned Property as if such item were initially described on **Exhibit "A"**. At the request of the Agent, the Borrower will join the Agent in executing and delivering one or more financing statements or other documents or instruments in form and substance satisfactory to the Agent for filing or recording in any state or county that the Agent or its legal counsel deems advisable to perfect its Lien on any item of Assigned Property.

5. In any case mentioned in **Section 4** above the Borrower authorizes the Agent to modify this Agreement by amending Exhibit A to include any patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks and/or applications therefor so acquired by the Borrower, including those purchased from third parties but subject to any restrictions imposed by the terms of the applicable purchase agreement or license. The Borrower agrees, if requested by the Agent that it will register with the United States Copyright Office a copyright with respect to each copyrightable material contained in the Assigned Property provided such copyrightable material is in sufficiently complete condition to justify such registration. If such registration cannot be effected without jeopardizing any of the Borrower's trade secrets with respect to the Assigned Property, the Borrower shall request that the Copyright Office register the Assigned Property under that Office's special handling procedures. The Borrower further agrees to place all copyright notices on Assigned Property as necessary to comply with the Copyright Act of 1976, as amended.

6. Unless and until there shall have occurred and be continuing an Event of Default under the Liabilities, the Loan Documents as defined in the Loan Agreement or in any agreement pursuant to which any of the Liabilities shall have been incurred, the Agent hereby grants to the Borrower the exclusive, non-transferable right and license to reproduce, distribute, display, perform and adapt the Assigned Property under the copyrights, to use the service marks and/or trademarks constituting a part of the Assigned Property on and in connection with products sold by the Borrower, and to use the know-how, trade secrets, confidential information and patents constituting a part of the Assigned

Property to make, have made, use and sell the inventions disclosed and claimed in any of the patents constituting a part of the Assigned Property, for the Borrower's own benefit and account and for none other. The Borrower agrees not to sell or assign its interest in, or grant any sublicense under the license granted to the Borrower in this **Section 6**, or to institute any infringement claims with respect to the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property, without the prior written consent of the Agent.

7. The Borrower shall take all steps necessary to preserve and maintain the proprietary or intellectual property status of all patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property. Other than in the ordinary course of the Borrower's business and only with the good faith intent to resume use, the Borrower shall not cease use of any trademark or service mark which is part of the Assigned Property hereunder without the prior written consent of the Agent. All products or services offered in conjunction with the trademarks or service marks shall be consistent with or exceed the standards of quality in existence upon execution of this Agreement.

8. If any Event of Default shall have occurred and be continuing with respect to any of the Liabilities, the Borrower's license to use any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property as set forth in **Section 7**, shall terminate forthwith, and the Agent shall have, in addition to all other rights and remedies given it by this Agreement or any other Security Document, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of Florida and/or any jurisdiction in which the principal executive office of the Borrower is located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Broward, County, Florida, or elsewhere all or from time to time any of the Assigned Property, or any interest which the Agent may have therein, and after deducting from the proceeds of sale or other disposition of any of the Assigned Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities as provided in the Loan Agreement. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Borrower. Notice of any sale or other disposition of any of the Assigned Property shall be given to the Borrower at least ten calendar (10) days before the time of any intended public or private sale or other disposition of any of the Assigned Property is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition.

9. At such time as Borrower shall have satisfied in full all of the Liabilities hereunder, this Agreement shall terminate and the Agent shall execute and deliver to the Borrower all deeds,

assignments and other instruments as may be necessary or proper to revest in the Borrower full title to the Assigned Property, subject to any prior disposition thereof which may have been by the Agent pursuant hereto.

10. Any and all fees, costs and expenses of whatever kind or nature incurred by the Agent in connection with the filing or recording of any documents, and the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other costs of protesting, maintaining or preserving of any of the Assigned Property, or of defending or prosecuting any actions or proceedings arising out of or related to any of the Assigned Property, shall be borne and paid by the Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the Default Rate.

11. The Borrower shall have the duty through counsel acceptable to the Agent, to prosecute diligently any application with respect to any patents, copyrights and/or trademarks constituting a part of the Assigned Property pending as of the date of this Agreement or thereafter until the Liabilities shall have been paid in full, to make any necessary federal application with respect thereto, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in all of the patents, copyrights and trademarks constituting a part of the Assigned Property. Any expenses incurred in connection with the Assigned Property shall be borne by the Borrower. The Borrower shall not abandon any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property including rights to file patent applications or any pending patent application or patents, without the consent of the Agent, which consent shall not be unreasonably withheld.

12. The Borrower shall have the right, with the prior written consent of the Agent, which shall not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property, in which event the Agent may, if necessary, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any rise of liability because of such joinder. The Borrower shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expense including attorneys' fees, incurred by the Agent in the fulfillment of the provision of this **Section 12**.

13. In the event of the occurrence of any event of default under any instrument or instruments evidencing the Liabilities, The Borrower hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name on all applications, documents, papers and instruments necessary for the Agent

to use any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property, or to grant or issue any exclusive or non-exclusive license under any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property to anyone else. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If the Borrower fails to comply with any of its obligations hereunder, the Agent may do so in the Borrower's name or in the Agent's name, but at the Borrower's expense, and the Borrower hereby agrees to reimburse the Agent in full for all expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property.

15. No course of dealing between the Borrower and the Agent nor any failure to exercise, nor any delay in exercising, on par of the Agent, any right, power or privilege hereunder or under any note or instrument evidencing any of the Liabilities or Agreement pursuant to which they were incurred shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of the Agent's rights and remedies with respect to any of the patents, copyrights, trade secrets, confidential information, know-how, service marks and/or trademarks constituting a part of the Assigned Property, whether established hereby or by any instrument or instruments evidencing any of the Liabilities, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. If any provision of this Agreement is hereafter determined to be unlawful, and if the unlawful provision can be deleted without altering the essence of this Agreement, the unlawful provision and only that provision shall be severed from this Agreement and the remaining provisions shall remain in full force or effect.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in **Section 5** hereof.

10/1/2000

19. 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, including specifically a successor Agent.

20. This Amended Collateral Assignment of Patents, Copyrights and Trademarks and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the State of Florida without giving effect to the principles and conflict of laws.

WITNESS the due execution hereof as of this 1st day of October, 2000.

AUTHORGENICS, INC.

By: 

Name: Kenneth I. Sawyer

Its: PROSECUTOR (ATTORNEY)

EXHIBIT A

PATENTS:

<u>Country</u>	<u>Patent No.</u>	<u>Issued Patents</u> <u>Issue Date</u>	<u>Inventor(s)</u>
United States	5.815,717	09/29/98	Stack, Brian T.

Title: Application Program and Documentation Generation System and Method

Pending Patent Applications

<u>Country</u>	<u>Serial No./Foreign Application Number</u>
-----------------------	---

United States	09/162,425
---------------	------------

Title: Efficient Application sequence Generator System and Method

India
Title: Application Program and Documentation Generation System and Method

Australia 716371 - 74378/96
Title: Application Program and Documentation Generation System and Method

Brazil
Title: Application Program and Documentation Generation System and Method

Canada
Title: Application Program and Documentation Generation System and Method

China 96198915.7
Title: Application Program and Documentation Generation System and Method

Europe 96936349.8
Title: Application Program and Documentation Generation System and Method

Georgia
Title: Application Program and Documentation Generation System and Method

Country **Serial No./Foreign Application Number**

Hong Kong 99102722.3

Title: Application Program and Documentation Generation System and Method

Israel

Title: Application Program and Documentation Generation System and Method

Mexico

Title: Application Program and Documentation Generation System and Method

Russia

Title: Application Program and Documentation Generation System and Method

Singapore

Title: Application Program and Documentation Generation System and Method

Ukraine 98052706

Title: Application Program and Documentation Generation System and Method

Item B. Patent Licenses

* <u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>	<u>Subject</u> <u>Matter</u>
-------------------------	------------------------	------------------------	---	--	---

None at present time

- * List items related to the United States first for ease of recordation. List items related to other countries next, grouped by country and in alphabetical order by country name.

Item B. Copyrights

Registration No. ***Date of Registration***

None at present time

Item C. Trademarks

Registration No. ***Mark*** ***Date of Registration***

None at present time

**AMENDMENT TO
AMENDED COLLATERAL ASSIGNMENT
OF PATENTS, COPYRIGHTS AND TRADEMARKS**

This Amendment ("Amendment") is made by the undersigned as of November 1, 2000, to the Amended Collateral Assignment of Patents, Copyrights and Trademarks (the "Assignment") made by the undersigned, Authorgenics, Inc., a Florida corporation (the "Borrower") as of October 1, 2000, for the benefit of MARK AUERBACH, whose address is 206 Lindy Lane, Bala Cynwyd, Pennsylvania 19004, as Agent ("Agent") for Lewis Solomon ("Solomon"), Ron Collins ("Collins"), Phillip O'Reilly ("O'Reilly"), Stephen A. Ollendorff ("Ollendorff") (formerly erroneously described as Steven A. Ollendorff), Burt Sager ("Sager") (formerly erroneously described as Bert Sager), Edward I. Croft ("Croft"), Neil Tabatznik ("Tabatznik") and Noro-Moseley and Company III, L.L.C., a Georgia limited liability company ("Moseley") (formerly erroneously described as Noro Mosley).

Preliminary Statements

By the Assignment, Borrower conveyed Borrower's right, title and interest in the Assigned Property (as defined in the Assignment) to secure payment of certain loans made by Lenders (as defined in the Assignment) to Borrower. Various provisions throughout the Assignment refer to: (a) a "Fourth Loan" in the principal amount of \$80,000, which was to be made on or about October 31, 2000; (b) a Consolidated Demand Promissory Note in the principal amount of \$400,000, defined in the Assignment as the "Note" that consolidates the Initial Loan, Second Loan, Third Loan and Fourth Loan; and (c) "Indebtedness" in the amount of \$400,000. The October 31, 2000 Fourth Loan was in the discretion of each of the Lenders, and each of the Lenders except Collins elected to make, and made, an advance of \$10,000 on or about October 31, 2000. Collins did not lend any funds in connection with the Fourth Loan. As a result, the Fourth Loan was in the amount of \$70,000, instead of \$80,000 as contemplated by the Assignment. Accordingly, references and definitions in the Assignment that are based upon or assume a Fourth Loan of \$80,000 are incorrect, and Borrower therefore desires to amend the Assignment as provided below.

Based on the foregoing, Borrower agrees to amend the Assignment as follows:


1. **Amendment is Partial.** The provisions of this Amendment shall govern and control over any conflicting or inconsistent provisions in the Assignment, but except as modified hereby, all provisions of the Assignment remain unmodified and in full force and effect and are hereby reaffirmed by Borrower. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meanings as provided therefor in the Assignment.
2. **Amendment.** The Assignment is hereby amended as follows:

- a) References in the Assignment to the "Fourth Loan" shall mean that certain loan made by Solomon, O'Reilly, Ollendorff, Sager, Croft, Tabatznik and Moseley, collectively, in the amount of \$70,000 (and each individually in the amount of \$10,000) on or about October 31, 2000.
- b) References in the Assignment to the "Note" shall mean a Consolidated Demand Promissory Note in the principal amount of \$390,000.
- c) References in the Assignment to the "Indebtedness" shall mean notes with a total principal amount of \$390,000 and the total principal amount of such other advances as may be made by Lenders (together with continuing interest, and expenses, the Obligations, and other amounts becoming due to Lenders from Borrower under the Assignment or any other Loan Document).
- d) References in the Assignment to a loan of \$80,000 on or about October 31, 2000, are changed to \$70,000.
- e) When reference is made to the Lenders of the Fourth Loan, Collins shall not be included as a Lender; but he shall remain included as a Lender when reference is made to the Lenders of the Initial Loan, Second Loan and/or Third Loan.

3. **Assignment to be Interpreted Consistent with Amendments.** All provisions of the Assignment not hereby specifically amended shall be interpreted as necessary or appropriate to be consistent with the amendments in Section 2, above.

WITNESS the due execution hereof as of November 1, 2000.

AUTHORGENICS, INC.

By: 
Name: Kenneth I. Sawyer
Its: Acting President

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

PATENT APPLICATION

Inventor(s): Stack, B.

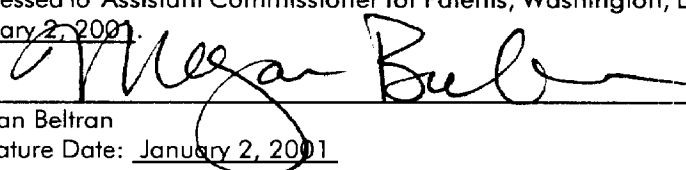
SC/Serial No.: 08/549,633

Filed: October 27, 1995

Title: Application Program and
Documentation Generation System
and Method

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited in the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C. 20231, on January 2, 2001.


Megan Beltran

Signature Date: January 2, 2001

TRANSMITTAL LETTER

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The following documents are submitted for consideration with respect to the above-identified application.

- ☐ A Sole to Corporate Assignment and Assignment Cover Page.
- ☒ A Collateral Assignment and Assignment Cover Page.
- ☐ A Power of Attorney by Assignee under 37 C.F.R. §3.71 & §3.73(b).

The fee associated with this communication has been calculated as shown below:

☐ No fee is required.

☒ A fee of \$ 80.00 is due for the recording of the accompanying Assignment in two separate applications.

☐ Small entity status of this application under 37 C.F.R. §1.9 and §1.27 has been or is hereby established.

The total fee required with this communication is \$ 80.00 and is to be paid as follows:

☐ Please charge Deposit Account No. 50-0890 in the amount of \$____. A duplicate copy of this authorization is enclosed.

☒ A check in the amount of \$80.00 is enclosed.

☒ The Commissioner is hereby authorized to charge underpayment of any fees, including the following fees, associated with this communication or credit any overpayment to Deposit Account No. 50-0890. A duplicate copy of this authorization is enclosed.

☒ Any filing fees under 37 C.F.R. §1.16 for the presentation of additional claims.

☒ Any patent application processing fees under 37 C.F.R. §1.17 including any applicable fee for extension of time.

Respectfully submitted,

Date: 1/2/2001

By: Gerald B. Rosenberg
Gerald B. Rosenberg
Reg. No.: 30,320

285 Hamilton Avenue, Suite 520
Palo Alto, California 94301
Telephone: 650.325.2100

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application

PATENT APPLICATION

Inventor(s): Stack, B.

SC/Serial No.: 08/549,633

Filed: October 27, 1995

Title: Application Program and
Documentation Generation System
and Method

CERTIFICATE OF MAILING UNDER 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited in the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C. 20231, on January 2, 2001.


Megan Beltran

Signature Date: January 2, 2001

TRANSMITTAL LETTER

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The following documents are submitted for consideration with respect to the above-identified application.

- ☐ A Sole to Corporate Assignment and Assignment Cover Page.
- ☒ A Collateral Assignment and Assignment Cover Page.
- ☐ A Power of Attorney by Assignee under 37 C.F.R. §3.71 & §3.73(b).

The fee associated with this communication has been calculated as shown below:

 No fee is required.

 X A fee of \$ 80.00 is due for the recording of the accompanying Assignment in two separate applications.

 Small entity status of this application under 37 C.F.R. §1.9 and §1.27 has been or is hereby established.

The total fee required with this communication is \$ 80.00 and is to be paid as follows:

 Please charge Deposit Account No. 50-0890 in the amount of \$. A duplicate copy of this authorization is enclosed.

 X A check in the amount of \$80.00 is enclosed.

 X The Commissioner is hereby authorized to charge underpayment of any fees, including the following fees, associated with this communication or credit any overpayment to Deposit Account No. 50-0890. A duplicate copy of this authorization is enclosed.

 X Any filing fees under 37 C.F.R. §1.16 for the presentation of additional claims.

 X Any patent application processing fees under 37 C.F.R. §1.17 including any applicable fee for extension of time.

Respectfully submitted,

Date: 1/2/2001

By: Gerald B. Rosenberg
Gerald B. Rosenberg
Reg. No.: 30,320

285 Hamilton Avenue, Suite 520
Palo Alto, California 94301
Telephone: 650.325.2100

Attorney Docket No.: AISO1000
gbr/aiso/1000.065.assgn.xmittal.wpd

Page 2

RECORDED: 01/08/2001

PATENT
REEL: 011440 FRAME: 0637