

01-29-2001

COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

LY

1-16-01

Tab settings → → → ▼

To the Honorable Commissioner

101596932

Read the attached original documents or copy thereof.

1. Name of conveying party(ies):
IPDN Corporation

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

Name: **Sheldon Gross**

Internal Address: **c/o Marc S. Lichtman & Associates**

Street Address: **150 N. Wacker Drive, Suite 1060**

City: **Chicago** State: **IL** ZIP: **60606**

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

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: **November 20, 2000**

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

09/049,321
09/175,559
PCT/US98/ 22238

B. Patent No.(s)

5,734,891
5,734,823

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Howard E. Silverman**

Internal Address: **LAW OFFICES OF DICK & HARRIS**

01/29/2001 RAHRED1 00000221 09049321
01 FC:5A1 200.00 IP

Street Address: **181 W. Madison St., Suite 3800**

City: **Chicago** State: **IL** ZIP: **60602**

6. Total number of applications and patents involved: **5**

7. Total fee (37 CFR 3.41):.....\$ **200.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1030

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.

Howard E. Silverman

Howard E. Silverman

January 16, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

13

PATENT
REEL: 011449 FRAME: 0802

**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made and entered into this 20th day of November, 2000, by IPDN CORPORATION, a Missouri corporation, ("IPDN"), in favor of Sheldon Gross or his assignee (the "Secured Party").

WITNESSETH:

WHEREAS, IPDN is justly indebted to the Secured Party pursuant to that certain Promissory Note of even date herewith in the principal amount of \$1,000,000.00 ("Promissory Note"); and

WHEREAS, the Secured Party has required that IPDN execute and deliver this Agreement to secure IPDN's performance under the Promissory Note.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IPDN hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of IPDN's obligations arising under the Promissory Note (the "Obligations"), IPDN hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedules A and B, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedules C and D, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule E attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and

future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Copyrights"), and together in each case with the good ~~will~~ of IPDN's business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the "Intellectual Property."

2. Representations, Warranties and Covenants of IPDN. IPDN represents, warrants, covenants and agrees that:

- (a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;
- (b) Each of the Patents, Trademarks and Copyrights is valid and enforceable;
- (c) No claim has been made that (i) the use of any of the Intellectual Property does or may violate the rights of any third person, (ii) no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there a reasonable basis therefor;
- (d) IPDN is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens (except the lien of Manchestor Investors LLC, Douglas Brockhouse and Keaton Treece which shall be released through the use of the Loan proceeds of the Note), charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by IPDN not to sue third persons;
- (e) IPDN has the unqualified right to enter into this Agreement and perform its terms; and
- (f) IPDN has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. IPDN agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with IPDN's obligations under this Agreement without Secured Party's prior written ~~consent~~. IPDN further agrees that at any time and from time to time, at the expense of IPDN, IPDN will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary or desirable, or that Secured Party may request, in order to perfect and protect the collateral assignment granted or purported to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, IPDN shall obtain rights to any new patents, trademarks or copyrights, the

provisions of Paragraph 1 shall automatically apply thereto and IPDN shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. IPDN authorizes Secured Party to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of IPDN if permitted by applicable law.
6. Default. If IPDN shall fail to pay the Obligations as and when due, or otherwise fails to perform any of its duties hereunder or under any other agreement, instrument or document evidencing or securing the Obligations, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to IPDN, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which IPDN may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to IPDN. Notice of any sale or other disposition of the Intellectual Property shall be given to IPDN at least ten (10) days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which IPDN hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of IPDN, which right is hereby waived and released.
7. Termination of Security Interest. At such time as IPDN shall pay all of the Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to IPDN all releases and other instruments as may be necessary or proper to release the Security Interest and re-vest in IPDN full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.
8. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in

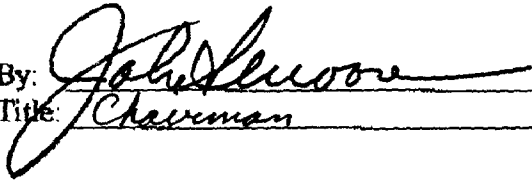
connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by IPDN on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the post maturity rate provided in the Note.

9. Preservation of Intellectual Property. IPDN shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne solely by IPDN. IPDN shall not abandon any Intellectual Property without the prior written consent of Secured Party. IPDN shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.
10. No Waiver. No course of dealing between IPDN and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
12. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of IPDN to such party. All rights and remedies of Secured Party in all such agreements are cumulative.
13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.
14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that IPDN may not assign or delegate any of its rights or obligations under this Agreement.

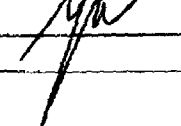
15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of this 20th day of November, 2000.

IPDN CORPORATION ("IPDN")

By: 
Title: Chairman

SHELDON GROSS OR HIS ASSIGNEE
("Secured Party")

By: 
Title: Secured Party

CERTIFICATE OF ACKNOWLEDGMENT

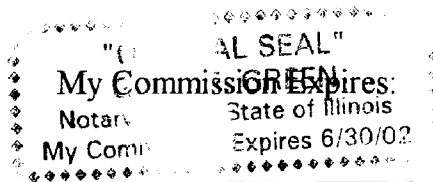
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 20th day of November, 2000, before me personally appeared Jack Moore, to me personally known, who, being by me duly sworn, did say that he/she is the ~~Chairman~~ Sec IPDN Corporation, a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Jack Moore acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public



(SEAL)

STATE OF ILLINOIS)
COUNTY OF LAKE)

On this 4TH day of JANUARY, 2001, before me personally appeared SITELDON G. ROSS, to me personally known, who, being by me duly sworn, did say that he signed and acknowledged said instrument to be the free act and deed of said person.

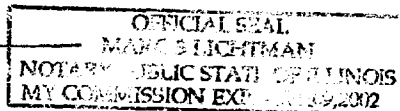
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires:

(SEAL)



SCHEDULE A**Issue DatePat. No. AT Kkt No. Country****App. DateAppn. No.**

3/31/19985,734,891

06/12/199608/662,27212550-00002United States

Title: SYSTEMS AND APPARATUS FOR ELECTRONIC
COMMUNICATION AND STORAGE

03/31/19985,734,823

07/25/199608/687,29212550-00001United States

Title: SYSTEMS AND APPARTUS FOR ELECTRONIC
COMMUNICATION AND STORAGE

03/27/199809/049,32112550-0004United States

Title: METHODS AND APPARTUS FOR DELIVERY OF SELECTED
ELECTRONIC WORKS

10/20/199809/175,55912550-00008United States

Title: INFORMATION DISTRIBUTION SYSTEM

10/21/1998PCT/US98/2223812550-00006Patent Cooperation Treaty

Title: INFORMATION DISTRIBUTION SYSTEM

SCHEDULE B

SCHEDULE C

SCHEDULE D

SCHEDULE E

25495 / 49719
JEFFN 155293