

01-29-2001

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

101596019

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****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**☒ New☐ Resubmission (Non-Recordation)  
Document ID# ☐ Correction of PTO ErrorReel #  Frame # ☐ Corrective DocumentReel #  Frame # **Conveyance Type**☒ Assignment☒ Security Agreement☐ License☐ Change of Name☐ Merger☐ 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 attachedName (line 1)  Robb, Robert W.Execution Date  
Month Day Year  
 8-31-2000Name (line 2) **Second Party**Name (line 1)  Junglegames.com, Inc.Execution Date  
Month Day Year  
 8-31-2000Name (line 2) 

09481726

**Receiving Party**☐ Mark if additional names of receiving parties attachedName (line 1)  Curtis, Maryann G.☐ 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.)Name (line 2) Address (line 1)  412 Loma Prieta DriveAddress (line 2) Address (line 3)  Aptos CA 95003

City

State/Country

Zip Code

**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) **FOR OFFICE USE ONLY**

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. 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 OMB 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, Washington, D.C. 20231

**PATENT**  
**REEL: 011452 FRAME: 0746**

**Correspondent Name and Address**

Area Code and Telephone Number **(831) 427-5136**

Name **Kandel, Brian M.**

Address (line 1) **1414 Soquel Avenue, Suite 203**

Address (line 2) **Santa Cruz, CA 95062**

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **11**

**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)**

**09481726** **09545987** **09568459**

**Patent Number(s)**

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.

# **3**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ **120.00**

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

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

**Brian M. Kandel, Esq.**

Name of Person Signing

Signature

**1-11-2001**

Date

### SECURED PROMISSORY NOTE

\$ 75,000.00

August 31, 2000  
Santa Cruz, California

FOR VALUE RECEIVED, ROBERT W. ROBB herein referred to as "Robb", hereby promises to pay to MARYANN G. CURTIS, hereinafter referred to as "Curtis", the amount of SEVENTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$75,000.00), with interest from the date hereof on the amount of principal remaining from time to time unpaid, until said principal sum is paid, at the rate of Ten Percent (10%) per annum. Principal and interest shall be payable in full by September 30, 2000.

In consideration of Curtis' agreement to the term of this note, Robb hereby grants a security interest to Curtis in TWO THOUSAND TWO HUNDRED AND FIFTY (2,250) shares of stock in JungleGames.com, Inc., a Nevada corporation ("JungleGames"), as set forth in the Pledge Agreement of even date herewith attached hereto as EXHIBIT "A" and incorporated herein, and in and to certain patent rights as provided in EXHIBIT "B" attached hereto and incorporated herein, until such time as this note is paid in full.

The unpaid principal amount of this note, together with accrued interest herein, and any other sums due or to become due hereunder shall, at the election of the holder of this note, mature and become immediately due and payable without presentment or demand 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 Robb commences proceedings for bankruptcy, insolvency, readjustment of debt or liquidation under any statute of the federal government or any state government or if Robb is adjudged bankrupt or insolvent under any law or statute or if Robb applies for, or any action indicates Robb's approval of, consent to, or acquiescence in, the appointment of a trustee or receiver for the whole or any substantial portion of Robb's assets or if a trustee or receiver (other than an ex parte trustee or receiver) is appointed for the whole or any substantial portion of Robb's assets.
- (b) The happening of any event that would constitute a default by Robb under this note or the Pledge Agreement.

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

This note shall be governed by the laws of the State of California. This note, and all exhibits hereto, shall supercede all prior notes between Robb and Curtis and shall not be effective until all documents are executed by Robb and Curtis. Principal and interest on this note shall be payable in lawful money of the United States of America.

  
ROBERT W. ROBB

Agreed to and accepted:

  
MARYANN G. CURTIS

### PLEDGE AGREEMENT

This AGREEMENT is made and entered into on August 31, 2000, by and between ROBERT W. ROBB ("Pledgor"), of 189 S. 1000 West, Orem, UT, and MARYANN G. CURTIS ("Pledgee"), of 412 Loma Prieta Drive, Aptos, CA 95003.

#### Recitals

At the time of the execution of this Agreement the Pledgee lent the Debtor \$75,000.00 evidenced by the promissory note of the Pledgor dated August 31, 2000.

To induce the Pledgee to make the loan, the Pledgor has agreed to pledge certain stock to the Pledgee as security for the repayment of the loan.

It is therefore agreed:

#### Pledge

1. In consideration of the sum of \$75,000.00 lent to the Pledgor by the Pledgee, receipt of which is acknowledged, the Pledgor grants a security interest to the Pledgee in instruments of the following description: 2,250 shares of Pledgor's Common Stock in JungleGames.com, Inc., a Nevada corporation, represented by certificate number(s) \_\_\_\_\_, duly endorsed in blank and delivered to the Pledgee with this Agreement. The Pledgor appoints the Pledgee his attorney-in-fact to arrange for the transfer of the pledged shares on the books of the issuer to the name of the Pledgee. The Pledgee shall hold the pledged shares as security for the repayment of the loan, and shall not encumber or dispose of the shares except in accordance with the provisions of Paragraph 8 of this Agreement.

#### Dividends

2. During the term of this pledge, all dividends and other amounts received by the Pledgee as a result of the Pledgee's record ownership of the pledged shares shall be applied to the payment of the principal and interest on the loan.

#### Voting Rights

3. During the term of this pledge, and as long as the Pledgor is not in default in the performance of any of the terms of this Agreement or in the payment of the principal or interest of the loan, the Pledgor shall have the right to vote the pledged shares on all corporate questions.

#### Representations

4. The Pledgor warrants and represents that there are no restrictions on the transfer of any of the pledged shares, other than may appear on the face of the certificates, and that the Pledgor has

the right to transfer the shares free of any encumbrances and without obtaining the consents of the other shareholders.

#### Adjustments

5. In the event that, during the term of this pledge, any share dividend, reclassification, readjustment, or other change is declared or made in the capital structure of the company that has issued the pledged shares, all new, substituted, and additional shares or other securities issued by reason of any change shall be held by the Pledgee in the same manner as the shares originally pledged under this Agreement.

#### Warrants and Rights

6. In the event that during the term of this pledge, subscription warrants or any other rights or options shall be issued in connection with the pledged shares, the warrants, rights, and options shall be immediately assigned by the Pledgor to the Pledgee, and if exercised by the Pledgee, all new shares or other securities so acquired by the Pledgor shall be immediately assigned to the Pledgee to be held in the same manner as the shares originally pledged under this Agreement.

#### Payment of Loan

7. On payment at maturity of the principal and interest of the loan, less amounts received and applied by the Pledgee in reduction of the loan, the Pledgee shall transfer to the Pledgor all the pledged shares and all rights received by the Pledgee as a result of the Pledgee's record ownership of the pledged shares.

#### Down Round

8. In the event that during the term of this pledge, JungleGames.com (the "Company") issues common stock, or securities convertible into such common stock, at a price wherein the total Company valuation is less than such Company valuation at the time of its initial issuance of common stock to outside investors, Pledgor shall be deemed to be in default of this Agreement. In such event, Pledgor hereby grants Pledgee a security interest in that number of his Company common shares necessary to bring the pledged shares to a number equal to four and one-half percent (4.5%) of the total outstanding Company common shares. In addition, Pledgor agrees to deliver to Pledgee such additional shares, duly endorsed in blank, immediately upon the happening of such event.

#### Default

9. In the event that the Pledgor defaults in the performance of any of the terms of this Agreement, or in the payment at maturity of the principal or interest of the loan, the Pledgee shall have the rights and remedies provided in the California Commercial Code. In this connection, the Pledgee may, on five days' written notice to the Pledgor, and without liability for any diminution in price that may have occurred, sell all the pledged shares in the manner and for

the price that the Pledgee may determine, including conducting a "commercially reasonable" private sale or other disposition of the collateral although a higher price might have been obtained for it at a public sale under the Securities Act of 1933, as amended, or in compliance with any other applicable laws or regulations. At any bona fide public sale the Pledgee shall be free to purchase all or any part of the pledged shares. Out of the proceeds of any sale the Pledgee may retain an amount equal to the principal and interest then due on the loan, plus the amount of the expenses of the sale, and shall pay any balance of the proceeds of any sale to the Pledgor. If the proceeds of the sale are insufficient to cover the principal and interest of the loan plus expenses of the sale, the Pledgor shall remain liable to the Pledgee for any deficiency, in accordance with the provisions set forth in Commercial Code Section 9504.

#### Waiver by Secured Party

10. No waiver by a secured party of any breach or default will be a waiver of any breach or default occurring later. A waiver will be valid only if it is in writing and signed by Pledgee.

#### Survival of Representations and Warranties

11. Pledgor's representations and warranties made in this Agreement will survive its execution, delivery, and termination.

#### Assignment

12. This Agreement will bind and benefit the successors and assignees of the parties, but Pledgor may not assign its rights under this Agreement without Pledgee's prior written consent.

#### Governing Law

13. 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.

#### Entire Agreement

14. This Agreement is the entire agreement, and supersedes any prior agreement or understandings, between Pledgor and Pledgee relating to the subject matter hereof.

#### Further Assurances


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

Attorney's Fees

16. 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 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 attorneys and accountants, which shall include, without limitation, all fees, costs and expenses.

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

Pledgor:



ROBERT W. ROBB

Pledgee:



MARYANN G. CURTIS



## EXHIBIT B

### SECURITY AGREEMENT

This AGREEMENT is made and entered into on August 31, 2000, by and between ROBERT W. ROBB ("DEBTOR"), of 189 South 1000 West, Orem, UT, and MARYANN G. CURTIS ("SECURED PARTY"), of 412 Loma Prieta Drive, Aptos, CA 95003.

#### 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:

Ten and one-half percent (10.5%) ownership in all right, title, and interest in:

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 and Pledge Agreement with Secured Party executed August 30, 2000, a total of 8.25% of the aforementioned ownership interest shall revert from Secured Party to Debtor, leaving

Secured Party with an assigned interest of 2.25% of Debtor's total ownership in and to such patent rights.

### **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 it is the owner 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:

- (a) If Debtor commences proceedings 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 its approval of, consent to, or acquiescence in, the appointment of a trustee or receiver for the whole or any substantial portion of its assets or if a trustee or receiver (other than an ex parte trustee or receiver) is appointed for the whole or any substantial portion of its assets.
- (b) Default in the payment or performance of any obligation, covenant, or liability contained or referred to in the Note or in this Security Agreement.
- (c) Any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.
- (d) 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.

**11. ASSIGNMENT:**

This Agreement will bind and benefit the successors and assignees of the parties, but Debtor may not assign its rights under this Agreement without the prior written consent of the Secured 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.

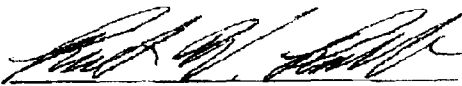
**15. ATTORNEY'S FEES:**

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 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 attorneys and accountants, which shall include, without limitation, all fees, costs and expenses.

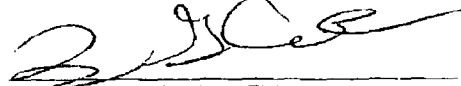
IN WITNESS WHEREOF, AND WITH INTENT TO BE BOUND, Debtor and Secured Party have executed this Agreement as of the date first written above.

Debtor:

Secured Party:



ROBERT W. ROBB



MARYANN G. CURTIS