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U.S. Department of Commerce
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PATENT

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**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 Error

Reel #

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Corrective Document

Reel #

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 attached

Execution Date
Month Day Year

Name (line 1)

East3 Ltd.

4/17/01

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

29136503

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1)

Triad L. C.



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)

10 South 6th Street

Address (line 2)

Suite 104

Address (line 3)

Richmond

Virginia

23219

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: 011730 FRAME: 0449

Correspondent Name and AddressArea Code and Telephone Number Name Address (line 1) Address (line 2) Address (line 3) Address (line 4) **Pages**

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

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)**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

PCT PCT PCT only if a U.S. Application Number has not been assigned.PCT PCT PCT **Number of Properties**

Enter the total number of properties involved.

Fee AmountFee Amount for Properties Listed (37 CFR 3.41): \$ Method of Payment:
Deposit AccountEnclosed ☒ 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.

Thomas C. McThenia, Jr.

Name of Person Signing



Signature

4/18/01

Date

COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS

WHEREAS, East3, Ltd., a Delaware corporation located at 1520 West Main Street, Suite 201, Richmond, Virginia, 23220 ("East3"), entered into an Intellectual Property Security Agreement dated February 27, 2001 (the "Security Agreement") with Triad, L.C., a Virginia limited liability company located at 10 South 6th Street, Suite 104, Richmond, Virginia, 23219 ("Triad");

WHEREAS, in the Security Agreement, East3 granted to Triad a security interest in certain assets of East3, including the patents (for the purposes of this Collateral Assignment, the term "patent" means any new and useful or ornamental discoveries, inventions or improvements in or relating thereto ("Inventions") conceived, invented or reduced to practice by any employees of or contractors to East3 having a duty to assign such Inventions to East3, including any such inventions described or disclosed in any patent application or issued patent assigned to East3 and further including the right to apply for any Letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries and including all continuations, divisionals, extensions, invention registrations, inventors' certificates, petty patents, re-examinations, registrations, reissues, renewals, revalidations, substitutes, utility models and the like corresponding thereto) listed and described at Exhibit A to this Collateral Assignment of Security Interest in Patents ("Patents"); and

WHEREAS, East3 and Triad desire to enable Triad to record and perfect its security interest and to effectuate Triad's ability to exercise its rights under the Security Agreement upon the occurrence of an Event of Default as defined therein.

NOW, THEREFORE, in consideration of the foregoing, in furtherance of the parties' prior agreements, and for other good and valuable consideration, the receipt and sufficiency of which East3 and Triad acknowledge, the parties hereby enter into this Collateral Assignment of Security Interest in Patents, including the contingent joint power of attorney contained herein:

1. East3 warrants that it is the owner of all rights, title and interest in the Inventions and Patents identified in Exhibit A hereto;

2. East3 hereby grants and assigns to Triad, its successors, assigns and legal representatives, as additional security in the Patents, this Collateral Assignment of the Security Interest in all of East3's rights, title and interest in and to all of the Patents listed in Exhibit A hereto and related Inventions to the full end of the term or terms of such Patents, the same to be held and enjoyed by Triad, its successors and assigns, the same as would have been held and enjoyed by East3 and, which includes, without limitation, a security interest in all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringement suits), all rights corresponding thereto throughout the world and all relating Patents thereof, now or hereafter existing. Without limiting the effect of the foregoing, however, until the occurrence or existence of an "Event of Default" as defined in the Security Agreement, East3 shall retain title to and all rights in the Patents subject

to this Collateral Assignment, and Triad shall hold only a security interest in and the contingent right to full ownership of the Patents.

3. East3 hereby appoints Triad as its attorney-in-fact and grants to Triad a joint contingent, limited power of attorney:

a. to modify and amend Exhibit A to include any after-acquired Patents including associated applications in the event that any such Patent is used and/or acquired by East3 in its businesses or in technology related to its businesses or the Patents thereto.

b. to execute, through any of its duly appointed officers, on behalf of East3 or any of its successors-in-interest, the "East3, Ltd. Assignment of Patents" appended hereto as Exhibit B, the terms of which are incorporated herein.

4. Upon execution of this Collateral Assignment of Security Interest in Patents by all parties, Triad or its designees may record the same with the U.S. Patent & Trademark Office and with such other federal and state agencies and foreign patent offices and agencies as is necessary or appropriate to memorialize and perfect its security interest in the Patents. Triad shall ensure that this Collateral Assignment of Security Interest in Patents is recorded and indexed as evidencing a security interest and not an assignment.

5. Triad and East3 agree to execute such other documents and take such additional steps as may be reasonably necessary to secure and perfect Triad's rights under the Security Agreement.

6. This Collateral Assignment of Security Interest in Patents shall be binding upon any successor-in-interest to the parties.

7. This Collateral Assignment of Security Interest in Patents is intended only to memorialize or effectuate the rights and remedies available to the parties under the Security Agreement, and it does not amend, revise or rescind any provision of the Security Agreement.

END OF AGREEMENT
[SIGNATURE PAGE FOLLOWS NEXT]

IN WITNESS WHEREOF, the parties agree to the foregoing this 27th day of February 2001.

EAST3, LTD.

By: John G. Berger, Jr.

Title: President

Date: 4/13/01

TRIAD, L.C.

By: Ivor Massey, Jr.

Title: Managing Member

Date: 4/17/01

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Richmond)

On this 16th day of April, 2001, before me appeared John G. Berger, Jr., the person who signed the foregoing instrument, who acknowledged that he signed it as a free act on behalf of the identified corporation, **East3, Ltd.**, with authority to do so.

Subscribed and sworn to before me this 16th day of April 2001.

Leida S. Redman
Notary Public

My commission expires: August 31, 2002

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)

CITY/COUNTY OF Richmond)

On this 17th day of April, 2001, before me appeared Ivor Massey Jr., the person who signed the foregoing instrument, who acknowledged that he signed it as a free act on behalf of the identified Virginia limited liability company, **Triad, L.C.**, with authority to do so.

Subscribed and sworn to before me this 17th day of April 2001

Ivor Massey Jr.
Notary Public

My commission expires: 11/31/01

EXHIBIT A

TO

COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS

SCHEDULE OF PATENTS AND ASSOCIATED APPLICATIONS

Inventor(s)	Title	Filing Date
Ian W. Cunningham et al	Wireless Neurofeedback Basestation	February 2, 2001
Ian W. Cunningham et al	Wireless Neurofeedback Helmet	February 2, 2001
Mark Licata James Mitchell	Sensor for Biopotential Measurements	February 2, 2001
James Mitchell	Integrated Neurofeedback System for Training Attention	May 16, 2000
Mark Licata and James Mitchell	Electrode for Biopotential Measurements	May 16, 2000
Ken Feldt and Jeffrey Segal	Runtime and Software Interface for a Neurofeedback System	May 16, 2000

EXHIBIT B

TO COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS

EAST3, LTD. ASSIGNMENT OF PATENTS

WHEREAS, East3, Ltd., a Delaware corporation located at 1520 West Main Street, Suite 201, Richmond, Virginia, 23220 ("East3"), entered into an Intellectual Property Security Agreement, dated February 27, 2001 (the "Security Agreement"), with Triad, L.C., a Virginia limited liability company, residing at 10 South 6th Street, Suite 104, Richmond, Virginia, 23219 ("Triad");

WHEREAS, East3 owns certain Patents listed and described below; and

WHEREAS, East3 and Triad desire to enable Triad to record and perfect its security interest in the Patents, and to effectuate Triad's ability to exercise its rights under the Security Agreement upon the occurrence of an Event of Default as defined therein;

WHEREAS, East3 and Triad also have entered into a Collateral Assignment of Security Interest in Patents dated February 27, 2001, under which Triad is authorized to execute this Assignment as East3's attorney-in-fact upon the occurrence of an Event of Default as defined in the Security Agreement; and

WHEREAS, an Event of Default has occurred; all conditions specified in the Security Agreement and otherwise in place, whether by agreement or by operation of law, have been satisfied; all contingencies upon the exercise of the contingent power-of-attorney have been satisfied; and Triad has elected to exercise its rights and remedies under the Security Agreement and the Collateral Assignment of Security Interest in Patents.

NOW THEREFORE, pursuant to the Security Agreement, the Collateral Assignment of Security Interest in Patents and the joint contingent power-of-attorney granted therein:

The term "Patents" means for the purpose of this Assignment, any new and useful or ornamental discoveries, inventions or improvements in or relating thereto ("Inventions") invented by any employees of or contractors with a duty to assign such Inventions to East3, including any such invention described or disclosed in any patent application or issued patent assigned to East3 and further including the right to apply for any Letters Patent thereon in the United States of America and in all other countries, including the right to claim the priority of the date of filing of any applications in the United States of America and in all other countries and including all continuations, divisionals, extensions, invention registrations, inventors' certificates, petty patents, re-examinations, registrations, reissues, renewals, revalidations, substitutes, utility models and the like corresponding thereto, to the full end of the term or terms of such Letters Patent, the same be held and enjoyed by Triad, its successors and assigns the same as would have been held and enjoyed by East3 if this assignment and sale had not been made.

East3, by and through its attorney-in-fact, hereby assigns and transfers to Triad, its successors and assigns, its entire right, title and interest in and to the Patents as identified below and related Inventions, to the full end of the term or terms of such Letters Patent, the same to be held and enjoyed by Triad, its successors and assigns the same as would have been held and enjoyed by East3 if this assignment and sale had not been made.

Inventor(s)	Title	Filing Date
Ian W. Cunningham et al	Wireless Neurofeedback Basestation	February 2, 2001
Ian W. Cunningham et al	Wireless Neurofeedback Helmet	February 2, 2001
Mark Licata James Mitchell	Sensor for Biopotential Measurements	February 2, 2001
James Mitchell	Integrated Neurofeedback System for Training Attention	May 16, 2000
Mark Licata and James Mitchell	Electrode for Biopotential Measurements	May 16, 2000
Ken Feldt and Jeffrey Segal	Runtime and Software Interface for a Neurofeedback System	May 16, 2000

East3 authorizes and requests the United States Commissioner of Patents and Trademarks and equivalent official in all other countries to issue all such Letters Patent to Triad in accordance with this instrument of assignment.

East3 hereby represents and warrants that there are no rights or interests outstanding with respect to any third party inconsistent with the rights and interests granted herein and that East3 shall not execute any instrument or grant or transfer any rights or interests inconsistent therewith, and that East3 and its successors and assigns, as the case may be, shall execute and deliver to Triad, its successors and assigns, any further documents or instruments, including but not limited to affidavits, declarations, powers of attorney and assignments and do any and all further acts that may be deemed necessary by Triad, its successors and assigns, to file and prosecute applications for such Letters Patent in any country where it may elect to file such applications, and that may be necessary to vest in Triad, its successors and assigns the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States of America and in all other countries where any such applications and/or registrations exist.

East3 further covenants and agrees that East3 and its successors and assigns, as the case may be, in consideration of the premises shall at any time upon request, communicate to Triad, or its successors and assigns, as the case may be all material facts and provide Triad with all available documentation thereof in the possession or control of East3 or its successors or assigns, as the case may be, relating in any way to the Patents including the history thereof and shall testify as to same in any interference, litigation or any other proceeding in the United States of America including its territorial possessions and in any other country when requested to do so by Triad, or its successors and assigns, as the case may be.

END OF AGREEMENT
SIGNATURE PAGE FOLLOWS NEXT

Signed this ____ day of 200__

EAST3, LTD. OR Successor-In-Interest

By: _____

ITS ATTORNEY-IN-FACT

Name: _____

Date: _____

STATE OF _____)

)

CITY/COUNTY OF _____)

Acknowledgment

On this ____ day of _____, 200__, before me appeared
_____, the person who signed the foregoing instrument, who
acknowledged that he or she signed it as a free act on behalf of the identified corporation with
authority to do so.

Subscribed and sworn to before me this _____ day of _____, 2001

Notary Public

My commission expires: _____