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PATENT

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Conveying Party(ies)

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Name	Execution Date		
	Month	Day	Year
Wolfking A/S (F.K.A. Wolfking Danmark A/S)	4	2	01
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	/	/	
<input type="text"/>	/	/	

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Lehman Commercial Paper Inc.

Name (line 2)

Address (line 1) 3 World Financial Center

Address (line 2) 200 Vesey Street

Address (line 3)     
 City State/Country Zip Code

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)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) 125 High Street

Address (line 3)

Address (line 4) Boston, MA 02110

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05/09/2001 GTDN11 00000163 6020588

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80.00 01

Mail documents to be recorded with required cover sheet(s) information to:  
 Box Assignment, Commissioner of Patents and Trademarks, Washington, D.C. 20231

PATENT  
 REEL: 011763 FRAME: 0104

Correspondent Name and Address

Area Code and Telephone Number 617-248-7476

Name Patent Administrator

Address (line 1) Testa, Hurwitz & Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments. 10

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).

Table with 2 main columns: Patent Application Number(s) and Patent Number(s). Includes handwritten entries 6,020,588 and 5,881,640.

Patent Cooperation Treaty (PCT) Enter PCT application number only if a U.S. Application Number has not been assigned. PCT [ ] PCT [ ] PCT [ ]

Number of Properties Enter the total number of properties involved. # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 80.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number # 20-0531

Authorization to charge additional fees: Yes [x] 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.

Jennifer A. Camacho Name of Person Signing

[Handwritten Signature] Signature

5/1/01 Date

**TRANSLATION**

Variable fee:	DKK	28,050
Fixed fee:	DKK	1,400
	<u>DKK</u>	<u>29,450</u>

[Stamp:

Court of Aarhus

Valid only if stamped by the  
cash register of the court registry

Q815159

04.04.01 13:25

0029450.00

145595 SM 01]

Applicant: (Name, address and tel.)

Gabriel Rohde, Partner

Bech-Bruun Dragsted

Rådhuspladsen 4

1550 Copenhagen V

Tel. +45 77 33 77 33

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## Mortgage (Chattel Mortgage)

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**Civil registration  
no./VAT and Tax Au-  
thority No.**

86 76 23 15

**Debtor**

Wolfking A/S

**Address**

Industrivej 6, 4200 Slagelse, Denmark

hereby enters into this Mortgage for the purpose of providing security to the Debtor or any assignee hereof with  without  the Debtor incurring personal liability in case of the assignment of this Mortgage in ownership, by way of security or otherwise in the amount of

**Loan amount**

DKK 1,870,000, in words one million eight hundred seventy thousand Danish kroner

**Interest**The Mortgage shall be subject to interest at a rate of 8% p.a.  
computed as from the date hereof.Interest is payable on the first date of the month, the first interest payment to be made on  
1 May 2001 for the then elapsed period.**Termination**

This Mortgage may at any time be terminated by the Creditor or the Debtor by 14 days' notice.

**Charged property**

In security of all payments under this Mortgage, I give the Creditor security in the assets listed below and any insurance monies relating thereto:

Patent No. US 6,020,588 (USA)

Patent No. PR 171263 (DK)

Patent No. US 5,881,640 (USA)

Patent No. PR 171153 (DK)

The charged property shall be increased gradually by interest accrued on the Mortgage to the extent that interest has not been charged by the Creditor or paid by the Debtor.

**Prior charges**

None



**NB.**

Any change of address shall be notified to the Creditor. In case of late payment of interest or instalments, the Creditor may demand full repayment of the loan, see last page, clause 7a.

In all other respects, the below CHATTEL mortgage form issued by the Danish Ministry of Justice is applicable.

Date:

\_\_\_\_\_  
Debtor(s):

\_\_\_\_\_  
In witness of the authenticity of the signature, the correctness of the date, and the legal capacity of the signor:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation \_\_\_\_\_

Address: \_\_\_\_\_

Address \_\_\_\_\_

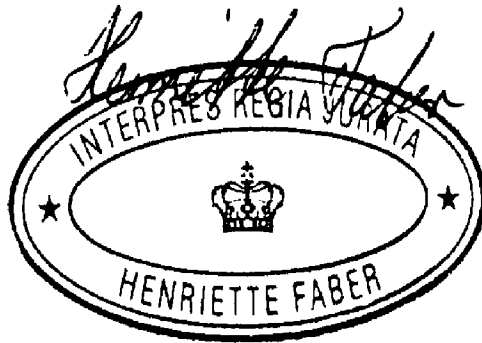
## CHATTEL Mortgage Form issued by the Danish Ministry of Justice

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1. All payments under this Mortgage shall be made to the address of the Creditor, post free, as specified on page 1, or any other place within Denmark designated by the Creditor.
2. All payments are punctual when made within seven days from due date, for mortgage payments within seven days from the first settlement date. If the due date or final date of due payment falls on a non-working day, a Saturday or Danish Constitution Day (5 June), the date will be postponed to the following weekday. In the same way the date of expiry of all times under this Mortgage shall be postponed. Any payment made within the above time to a financial institution in Denmark, except Greenland, for transfer to the place of payment shall be considered punctual payment.
3. The Debtor is obliged to notify the Creditor of any change of address. Such notice may not be given on a payment form, if it appears from the form that notices may not be given on the form. Any default notice, including notice of termination, may be sent to or made at the address most recently notified by the Debtor, notwithstanding any change of address, unless the Creditor has notice of the Debtor's new address. If the Creditor learns that the Debtor has not received the notice of termination due to change of address, the Creditor shall immediately give notice to the Debtor of the termination if the Debtor's new address appears from the national register or any other easily accessible source.
4. The Debtor declares that no person holds any rights in the charged property under mortgage, pledge, bill of sale, lease or hire agreement or other instrument which preclude the priority of this Mortgage.
5. The Debtor covenants to properly insure the charged property against fire.
6. The Creditor holds security under this Mortgage for claims for payment of capital, interest and any other similar payments and default interest. The Creditor also holds security for costs that justly have been paid on termination, debt collection or recovery and for the purpose of protecting the interests of the Creditor in case of a legal action taken against the charged property by any other person.
7. Notwithstanding interminability or notice of termination, the Creditor may demand payment of the capital in cases where:
  - a) interest or instalments have not been paid on or before the final date of payment, provided that the Debtor has not paid interest and instalments within seven days from written default notice has been sent or made. The Creditor's default notice shall be made after the final date of payment and shall specifically state that the Creditor may demand payment of the capital in cases where interest and instalments have not been paid within the expiry of the time, cf. clause 2;
  - b) the charged property has substantially deteriorated or been neglected without the provision of adequate security upon demand;
  - c) the Debtor refuses the Creditor or its attorney-in-fact access to inspect the charged property;
  - d) the Debtor does not prove on request that the charged property is properly insured against fire, and
  - e) the charged property or any part thereof which is essential to the security are transferred to a third party or sold by order of the court.

I, the undersigned Henriette Faber,  
State-Authorised Translator and Interpreter,  
hereby certify that the preceding text is a true and  
faithful translation of the attached document in the Danish Language  
produced by me this 9 April 2001.

Witness my hand and official seal





Variabel afgift	kr.	28.050
Fast afgift	kr.	1.400
	kr.	<u>29.450</u>

Anmelder: (Navn, adr. og tlf.)

Advokat Gabriel Rohde

Bech-Bruun Dragsted

Rådhuspladsen 4

1550 København V

Tlf. 77 33 77 33

## Ejerpantebrev (løsøre)

Cpr./SE nr. 86 76 23 15

Debitor Wolfking A/S

Bopæl Industrivej 6, 4200 Slagelse

giver herved mig selv eller den, til hvem nærværende pantebrev måtte blive overdraget, panteret  med  uden personligt gældsansvar for mig for nævnte beløb i tilfælde af dette pantebrevs overdragelse til andre, være sig til ejendom, pant eller på anden måde, for

Lånets størrelse kr. 1.870.000 skriver kroner enmillionottehundredesyvtitusinde

Rente Pantebrevet forrentes fra dags dato med 8 % p.a.  
Renten erlægges i hver hver den 1. i måneden første gang 1. maj 2001 for det da forløbne tidsrum.

Opsigelse Nærværende pantebrev kan til enhver tid opsiges af kreditor eller af debitor med 14 dages varsel.

Det pantsatte Til sikkerhed for alle betalinger efter dette pantebrev giver jeg kreditor pant i følgende genstande samt i deres forsikringssummer:

Patent nr. US 6,020,588 (USA)

Patent nr. PR 171263 (DK)

Patent nr. US 5,881,640 (USA)

Patent no. PR 171153 (DK)

Panteretten forhøjes gradvis med pantebrevets påløbne renter i det omfang, renterne ikke er opkrævet af kreditor og betalt af debitor.

Foranstående hæftelser Ingen

PATENT

REEL: 011763 FRAME: 0112

Fuldmagts-  
haver  
Lehman Commercial Paper Inc.  
c/o Advokat Gabriel Rohde  
Bech-Bruun Dragsted  
Rådhuspladsen 4  
1550 København V

Adressat  
Meddelelser om retsforfølgning m.v. bedes sendt til  
Lehman Commercial Paper Inc.  
c/o Advokat Gabriel Rohde  
Bech-Bruun Dragsted  
Rådhuspladsen 4  
1550 København V

Øvrige  
kredit-  
oplysninger  
Er pantebrevet omfattet af lov om kreditaftaler  Ja  Nej  
Lånebeløbet :  
Kreditomkostningerne angivet som et beløb :  
Årlige omkostninger i % :  
Eventuelle andre omkostninger :  
Det samlede beløb, der skal betales :  
De enkelte ydelser, disses antal og forfaldstid :

Særlige  
bestem-  
melser

NB. Bopælsforandringer skal meddeles til kreditor. Ved forsinket betaling af renter og afdrag kan kreditor forlange kapitalen indfriet, se sidste side, pkt. 7 a.

Forøvrigt gælder Justitsministeriets pantebrevsformular LØSØRE (sidste side).

Dato: 2. april 2001

Debitor(er): Wolfking A/S

*Will E.P. Hofmans*

Will E.P. Hofmans

Til vitterlighed om ægte underskrift/underskrifter, dateringens rigtighed og udstederens/udstedernes myndighed:

Underskrift:

*Mark Spliid*

Underskrift:

Navn:

*Mark Spliid*

Navn:

Stilling:

*Advokat*

Stilling:

Bopæl:

*Strandkilen 97B 1/2  
2100 Klampenborg*

Bopæl:

**Særlige  
bestem-  
melser**(Fortsat  
fra side 2)

---

**NB.** Bopælsforandringer skal meddeles til kreditor. Ved forsinket betaling af renter og afdrag kan kreditor forlange kapitalen indfriet, se sidste side, pkt. 7 a.

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Forøvrigt gælder Justitsministeriets pantebrevsformular LØSØRE (sidste side).

Dato:

---

Debitor(er):

---

Til vitterlighed om ægte underskrift/underskrifter, dateringens rigtighed og udstederens/udstedemes myndighed:

Underskrift:

---

Underskrift:

---

Navn:

---

Navn:

---

Stilling:

---

Stilling:

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Bopæl:

---

Bopæl:

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**Justitsministeriets pantebrevsformular LØSØRE**

1. Betalinger efter dette pantebrev skal ske portofrit på kreditors bopæl, som er anført på side 1, eller på et andet sted inden for landets grænser, der opgives af kreditor.

2. Alle betalinger er rettidige, når de sker senest 7 dage efter forfaldsdagen, for terminsbetalinger senest 7 dage efter første terminsdag. Hvis forfaldsdagen eller sidste rettidige betalingsdag falder på en helligdag, en lørdag eller grundlovsdagen den 5. juni, udskydes dagen til den følgende hverdag. På samme måde udskydes udløbsdagen for alle frister efter nærværende pantebrev. Indbetaling indenfor ovennævnte frist til et pengeinstitut her i landet, bortset fra Grønland, til befordring til betalingsstedet er rettidig betaling.

3. Debitor har pligt til at underrette kreditor om bopælsforandring. Sådant underretning kan ikke ske på en betalingsblanket, såfremt det af blankettens tekst fremgår, at meddelelser til betalingsmodtageren ikke må gives på denne. Påkrav fra kreditor, herunder opsigelse, kan afsendes til eller fremsættes på den af debitor senest oplyste bopæl uanset bopælsforandring, medmindre kreditor er bekendt med debitors nye bopæl. Bliver kreditor opmærksom på, at en opsigelse som følge af bopælsforandring ikke er kommet frem til debitor, skal kreditor straks give debitor meddelelse om opsigelsen, såfremt debitors nye bopæl fremgår af folkeregisteret eller anden let tilgængelig kilde.

4. Debitor erklærer, at ingen har rettigheder over pantet i henhold til pantebrev, købekontrakt, lejekontrakt eller andet, der er til hinder for nærværende pantebrevs prioritetsstilling.

5. Debitor forpligter sig til at holde pantet behørigt brandforsikret.

6. Kreditor har panteret for krav ifølge pantebrevet på betaling af kapital, renter og andre ydelser af tilsvarende karakter samt morarenter. Kreditor har endvidere panteret for omkostninger, som med føje er afholdt ved opsigelse, inddrivelse samt til varetagelse af kreditors interesse i tilfælde af retsskridt mod pantet fra anden side.

7. Uanset uopsigelighed eller opsigelsesfrist kan kreditor forlange kapitalen indfriet i følgende tilfælde:

- a) hvis renter eller afdrag ikke betales senest sidste rettidige betalingsdag. Det er dog en betingelse for, at kapitalen kan forlanges indfriet, at debitor ikke har betalt renter og afdrag senest 7 dage efter, at skriftligt påkrav herom er afsendt eller fremsat. Kreditors påkrav skal være afgivet efter sidste rettidige betalingsdag og skal udtrykkeligt angive, at kapitalen kan forlanges indfriet, hvis renter og afdrag ikke betales inden fristens udløb, jf. herved pkt. 2.
- b) hvis pantet væsentligt forringes eller vanrøgtes, uden at der efter påkrav stilles betryggende sikkerhed,
- c) hvis debitor nægter kreditor eller dennes fuldmægtig adgang til at efterse pantet,
- d) hvis debitor ikke på opfordring godtgør, at pantet er behørigt brandforsikret, og
- e) hvis pantet eller for pantesikkerheden væsentlige dele heraf overdrages til tredjemand eller sælges ved tvangsauktion.