

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

05-17-2001



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U.S. Department of Commerce
Patent and Trademark Office

PATENT

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Resubmission (Non-Recordation)

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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

Name (line 1) Jenmar Visual SystemsName (line 2) California CorporationExecution Date
Month Day Year120819931120199705092001Execution Date
Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1) Suniga, Salvatore L.

Name (line 2)

Address (line 1) 721 Linda Court

Address (line 2)

Address (line 3) San MateoCA94403

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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:

Commissioner For Patents, Box Assignments, Washington, D.C. 20231

PATENT

REEL: 011796 FRAME: 0049

Correspondent Name and Address

Area Code and Telephone (650) 858-7290

Name Gail E. Suniga, Esq.

Address (line 1) Fenwick & West LLP

Address (line 2) 2 Palo Alto Square

Address (line 3) Palo Alto, CA 94306

Address (line 4)

Pages

Enter the total number of pages of the conveyance document including attachments # 29

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)

5563738	5781344	6076933

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

Enclosed



Deposit Account

**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.

Gail E. Suniga

Name of Person Signing

Signature

Date

FORM PTO-1619C

Expires 06/30/99
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RECORDATION FORM COVER SHEET

CONTINUATION
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office
PATENT

Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date
Month Day YearExecution Date
Month Day Year

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Suniga, Gail E.

Name (line 2)

Address (line 1)

721 Linda Court

Address (line 2)

Address (line 3)

San Mateo

City

CA

State/Country

94403

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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☐ 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)

PATENT

REEL: 011796 FRAME: 0051



EXHIBIT X

JENMAR VISUAL SYSTEMS

TECHNOLOGY TRANSFER AND SECURITY AGREEMENT

This Agreement, dated December 8, 1993, is made by and between Jenmar Visual Systems, a California corporation ("Debtor"), and Apercom Corporation "Secured Party".

Whereas, the Secured Party has agreed to sell, and the Debtor has agreed to purchase the technology relating to Secured Party's Black Magic Screen and rear projection monitor, which technology is more fully described on Exhibit A hereto (the "Technology"); and

Whereas, the Debtor has agreed, in return for two Bills of Sale and Assignment (the "Bills of Sale") in the form of Exhibit B attached hereto, to pay the purchase price for the Technology by delivering to the Secured Party the Secured Promissory Note attached hereto as Exhibit C (the "Note"); and

Whereas, Secured Party desires to obtain, and Debtor desires to give, security for the full and punctual repayment of the Note and any other obligations of Debtor to the Secured Party under this Agreement or such Note;

Now, therefore, in consideration of the premises set forth herein, Debtor has agreed to grant to the Secured Party a security interest in all of Debtor's assets in accordance with the terms set forth below:

1. **Definitions and Incorporation by Reference.** Unless the context otherwise requires, all terms used but not expressly defined herein which are defined in the California Uniform Commercial Code (the "Code") shall have the same meaning herein as in the Code.

2. **Sale of Technology.** Secured Party hereby agrees to sell and Debtor hereby agrees to purchase all right, title and interest in and to the Technology, including without limitation all copyright rights (including but not limited to rights in audio visual works), patent rights (including but not limited to any rights in patent applications), mask work rights, trade secret rights (including but not limited to rights under confidentiality or proprietary rights agreements entered into by Secured Party with third parties respecting or pertaining to the Technology) or any other form of intellectual property or proprietary rights. The purchase and sale of the Technology will be completed upon execution of this Agreement by, (a) delivery by Debtor of the fully executed Note and a UCC-1 Financing Statement and (b) delivery by Secured Party of the Bills of Sale.

3. **Grant of Security Interest.** Debtor hereby grants to the Secured Party a security interest in the Collateral, as defined in Section 4 hereof, to secure the payment and performance of all of the Obligations, as defined in Section 5 hereof.

4. **Collateral.** The collateral in which the Secured Party is granted a security interest by this Agreement (herein referred to collectively as the "Collateral") is all tangible and intangible assets and properties of Debtor, including, but not limited to:

- (a) All of the Debtor's equipment in all its forms, wherever located, whether now owned or hereafter acquired (including, but not limited to, vehicles, machinery, tools, furniture and leasehold improvements), and whether or not any such equipment shall be deemed to be a fixture, and all parts thereof and all replacements, additions and accessions thereto (any and all such equipment, parts, replacements, additions and accessions being the "Equipment");
- (b) All of Debtor's inventory in all its forms, wherever located, whether now owned or hereafter acquired (including, but not limited to, all goods, merchandise, stock in trade, raw materials, work in process, finished goods and other personal property held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business, all of the foregoing which are returned to or repossessed by Debtor, all of the foregoing in which Debtor has an interest in mass or a joint or other interest or right of any kind), and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");
- (c) All of Debtor's accounts, instruments, leases, licenses, documents, chattel paper, deposit accounts, general intangibles (including, without limitation, the Technology, as well as all other patents, copyrights, trade secrets, trade names, trade or service marks and other intellectual property rights of any kind) and all other obligations due to Debtor of any kind, now existing or hereafter arising, and whether now owned or hereafter acquired, and all rights now or hereafter existing in all guarantees, security agreements or other agreements or instruments, documents, chattel paper, deposit accounts, general intangibles or obligations (any and all such accounts, instruments, leases, licenses, documents, chattel paper, deposit accounts, general intangibles and obligations being the "Receivables," and any and all such guarantees, security agreements and other agreements or instruments being the "Related Agreements");
- (d) All proceeds and products of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance or in connection with any indemnity, warranty or guaranty payable by reason of loss or damage to, or otherwise with respect to, any of the foregoing Collateral.

The term "Tangible Collateral" as used herein shall mean all Equipment and Inventory which are or become included in the Collateral, and term "Intangible Collateral" as used herein shall mean all Receivables and Related Agreements which are or become included in the Collateral.

5. **Obligations.** The security interest granted pursuant to this Agreement secures the payment and/or performance of the following indebtedness, liabilities and obligations (collectively, the "Obligations");

- (a) All indebtedness, liabilities and obligations of Debtor to the Secured Party, whether now existing or hereafter arising, whether joint or several, direct or indirect, absolute or contingent or due or to become due, howsoever evidenced, created, incurred or owing under the Note and all modifications, renewals, extensions and rearrangements thereof; and

- (b) All indebtedness, liabilities and obligations of Debtor now or hereafter existing under this Agreement.

6. **Representations, Warranties and Covenants.** Debtor hereby represents, warrants and covenants as follows:

6.1 **Title to Collateral; Not Retail Merchant.**

6.1.1 Except for the security interests granted hereby and except for such other security interests, if any, as are identified on Exhibit D hereto, Debtor is, and as to any Collateral acquired by Debtor after the date hereof will be, the owner and holder of all the Collateral free and clear of any security interest, lien, charge, encumbrance or other adverse claim, and Debtor will defend all such Collateral (whether now owned or hereafter acquired) against all claims and demands of all persons at any time claiming the same or any interest herein, and will take all steps to maintain the security interests, if any, identified on Exhibit D hereto.

6.1.2 Debtor is not, and during the existence of this Agreement will not become, a "retail merchant" within the meaning of Section 9102 of the Code, and during the twelve-month period preceding the date hereof, Debtor's sales of goods for personal, family or household purposes did not exceed 75% in dollar volume of its total sales for such period.

6.2 **Place of Business and Name.** Debtor's chief place of business and chief executive office is at the address set forth next to Debtor's name on the signature page hereto below. Except as previously disclosed to the Secured Party in writing, Debtor has not changed its name, been the surviving entity in a merger or acquired the assets of any other business prior to the date hereof. Debtor will not change its name or the location of its chief place of business and chief executive office without giving at least thirty (30) days' prior written notice to the Secured Party of any proposed change. Except as previously disclosed to the Secured Party in writing, Debtor has not utilized any trade names in the conduct of its business and, unless it shall have first given at least thirty (30) days' prior written notice to the Secured Party, Debtor will not utilize any such trade names.

6.3 **Financing Statements and Related Documents.**

6.3.1 No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office in any jurisdiction, other than financing statements in favor of Secured Party and the financing statements, if any, identified on Exhibit D hereto. At the request of the Secured Party, Debtor will execute and deliver to the Secured Party one or more financing statements in the form and substance satisfactory to the Secured Party and will pay the filing fees incurred to file the same in all public offices where filing is deemed by the Secured Party to be necessary or desirable. Debtor authorizes the Secured Party to prepare and file financing statements without the signature of the Debtor where permitted by law and, if Debtor's signature shall be required, Debtor irrevocably appoints each of the Secured Party as Debtor's agent for the purpose of signing and filing such financing statements. Debtor promises to pay to Secured Party all expenses incurred by Secured Party in filing financing statements and any

continuation statements or amendments thereto, which expenses shall become a part of the Obligations secured by this Agreement. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof, shall be sufficient as a financing statement, and may be filed by the Secured Party in accordance with the provisions of this Section.

6.3.2 Debtor shall duly endorse and deliver to the Secured Party all instruments or documents, the possession of which is necessary to perfect the Secured Party's interest in any of the Collateral hereunder. Without limiting the generality of the foregoing, if any Receivable shall be evidenced by a promissory note or other instrument or chattel paper, Debtor shall deliver and pledge to the Secured Party's such note, instrument or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment and if any Intangible Collateral is the subject of a Patent Application, Debtor will deliver to Secured Party a patent assignment agreement, all in form and substance satisfactory to the Secured Party.

6.4 Transfers and Other Liens, etc. Except for sales of Inventory in the ordinary course of Debtor's business prior to an Event of Default hereunder, neither Debtor nor its agents, servants or employees will sell, assign, or offer to sell or assign or otherwise transfer the Collateral, either in whole or in part, or any interest therein without the prior written consent of the Secured Party. Debtor will not, without the prior written consent of the Secured Party, create or permit to exist any security interest, lien, charge, encumbrance or other adverse claim on any of the Collateral, other than the security interest in favor of the Secured Party created by this Agreement and the security interests, if any, existing on the date of this Agreement and identified on Exhibit D hereto.

6.5 Compliance with Laws, etc. Debtor agrees to comply in all material respects with all statutes, laws, ordinances, rules and regulations applicable to it and to the conduct of its business. Without limiting the foregoing, Debtor agrees to comply with all governmental laws and regulations affecting the use, fabrication or manufacture of any of the Collateral, including, without limitation, to the extent applicable, the Fair Labor Standards Act, 29 U.S.C. Section 201 et seq. and all applicable regulations thereunder.

6.6 Maintenance of Collateral; Taxes. Debtor will keep all Collateral in good condition and repair, will not modify or alter any of the Collateral except in the ordinary course of business, and will pay promptly when due all taxes and assessments upon or with respect to the Collateral, the Obligations, this Agreement or any other instrument executed pursuant thereto or hereto. Debtor hereby authorizes the Secured Party to discharge any taxes, assessments, liens, security interests or the encumbrances at any time levied or placed on the Collateral, to pay for any insurance on the Tangible Collateral required to be maintained by Debtor hereunder, and pay for, make or provide for any maintenance, repair or preservation of the Tangible Collateral as herein required; provided, however, that the Secured Party shall be under no obligation to do so. Debtor agrees to reimburse the Secured Party on demand with interest at a rate (the "Demand Rate") equal to the highest rate chargeable on outstanding indebtedness owed by Debtor to Secured Party or, in the absence of such a rate, at the highest rate permitted by applicable law, for

any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization, and any such payment made or expense incurred by the Secured Party pursuant to the foregoing authorization shall be an Obligation secured hereunder.

6.7 Schedules. Debtor will furnish to the Secured Party from time to time (a) statements and schedules further identifying and describing the Collateral and detailing sales or other transfers of the Collateral and payment received or accounts owing with respect to the Collateral for the periods specified by the Secured Party and (b) such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail. Debtor will permit the Secured Party or its duly authorized representatives to examine its books and records during business hours and shall furnish to the Secured Party such financial statements and other financial data as the Secured Party may reasonably request from time to time.

6.8 Tangible Collateral. With respect to the Tangible Collateral:

6.8.1 The Tangible Collateral is and will at all times continue to be used primarily for business purposes.

6.8.2 All Tangible Collateral is and will be kept at the location referred to for the Debtor in the first sentence of Section 6.2 or such other locations within the State of California as to which the Secured Party shall have given its prior written consent, and neither Debtor nor its agents, servants or employees will remove any of the Tangible Collateral from such locations (except for sales of Inventory in the ordinary course of Debtor's business prior to an Event of Default hereunder) without the prior written consent of the Secured Party. Without in any way excusing a breach of the foregoing sentence by Debtor, if for any reason, except for sales of Inventory in the ordinary course of Debtor's business prior to an Event of Default hereunder, any of the Tangible Collateral is at any time moved to a location other than those so specified by Debtor in this Agreement or hereafter consented to by the Secured Party, Debtor will promptly notify the Secured Party of such change in the location of such Tangible Collateral and will execute and deliver such financing statements and other instruments and do such other acts and things as the Secured Party may request pursuant to Section 10 hereof.

6.8.3 The Tangible Collateral shall at all times be considered personal property and is not and will not be so installed, affixed or attached to real estate, now or hereafter acquired, of Debtor or any other person so as to be a part thereof or become a fixture. Nevertheless, and without limiting the foregoing, if Tangible Collateral is at any time installed, affixed or attached to real estate, whether or not such item could be construed to be a fixture (and nothing in this Agreement shall be construed as indicating an intention of the Secured Party or Debtor that any such item is, or may become, a fixture), the description of such real estate and the names of the record owners thereof will be provided to the Secured Party, and Debtor will upon demand furnish the Secured Party with an agreement from the owners of such real property providing for the subordination of any prior liens or rights such owners may have in and to the Collateral.

6.8.4 If certificates of title are issued or outstanding with respect to any of the Tangible Collateral, Debtor will cause the interest of the Secured Party to be properly noted thereon.

6.8.5 Debtor has and will maintain insurance on and with respect to the Tangible Collateral against loss or damage by fire, theft and such other risks as are customarily insured against by persons and businesses similarly situated to Debtor, in such amounts, with such insurers and under policies in such form, as shall be satisfactory to the Secured Party. Secured Party shall be named as loss payee on all such policies, and all such policies shall provide that they are not cancellable without thirty (30) days' prior written notice to Secured Party. Debtor shall, if requested by the Secured Party, obtain and deliver to the Secured Party, from time to time, satisfactory original or duplicate policies or certificates of insurance, including any endorsements, to evidence Debtor's satisfaction of the insurance requirements hereunder. In the event of loss or damage with respect to any or all of the Tangible Collateral, the Secured Party shall have the right to collect any and all insurance upon the Tangible Collateral and to apply the same at its option to any of the Obligations, whether or not matured, or to the restoration or repair of any or all of the Tangible Collateral.

6.9 Intangible Collateral. With respect to the Intangible Collateral:

6.9.1 Debtor's records concerning all Intangible Collateral are and will be kept at the address shown in the first sentence of Section 6.2 hereof as Debtor's chief place of business. Debtor will not remove any of such records from such address without the prior written consent of the Secured Party. Without in any way excusing a breach of the foregoing sentence by Debtor, if for any reason any of such records concerning the Intangible Collateral shall at any time be moved to another location or locations, Debtor will promptly notify the Secured Party of any such change in the location of such records and will execute and deliver such financing statements and do such other acts and things as the Secured Party may request pursuant to Section 10 hereof.

6.9.2 Each item of Intangible Collateral is, or at such time as it becomes part of the Collateral will be, a bona fide, valid and legally enforceable obligation of the account debtor or other obligor in respect thereof, subject to no material defense, setoff or counterclaim against Debtor and in connection with which there is no default with respect to any payment or performance on the part of Debtor or any other party other than Secured Party.

6.9.3 Debtor will at all times keep accurate and complete records of payment and performance by Debtor, the respective account debtors and all other parties obligated on Intangible Collateral.

6.9.4 Debtor will keep the Secured Party immediately informed of any default in payment or performance by Debtor or any account debtor or other parties obligated on, or of claims made by others in regard to, Intangible Collateral. Debtor will make all payments and perform all undertakings on Debtor's part to be paid or performed with respect to Intangible Collateral when due. Debtor hereby authorizes the Secured Party to cure any default in payment

or performance by Debtor with respect to Intangible Collateral; provided, however, that the Secured Party shall be under no obligation to do so and, provided further, that the curing by the Secured Party of any default shall not constitute a waiver by the Secured Party of any default hereunder. Debtor agrees to reimburse the Secured Party on demand with interest at the Demand Rate for any payment made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and any payment made or expense incurred by the Secured Party pursuant to the foregoing authorization shall be an Obligation secured hereunder.

6.9.5 Debtor shall, upon request of the Secured Party, and the Secured Party itself may, in the name of the Secured Party or Debtor, at any time (whether or not Debtor is in default hereunder) notify the account debtor or other obligor on any item of Intangible Collateral of the Secured Party's security interest. The Secured Party may, in its own name or the name of the Debtor, at any time after the occurrence and during the continuation of an Event of Default hereunder, demand, sue for, collect or receive any money or property payable or receivable on any Intangible Collateral and settle, release, compromise, adjust, sue upon, foreclose, realize upon or otherwise endorse any item of Intangible Collateral as the Secured Party may determine, and for the purpose of realizing the Secured Party's rights herein, the Secured Party may receive, open and dispose of mail addressed to Debtor and endorse notes, checks, drafts, money orders, documents of title or other forms of payment on behalf of and in the name of Debtor. The Secured Party may at any time in its discretion (if there has occurred and is continuing an Event of Default hereunder) transfer any notes, securities or other Intangible Collateral into its own name or that of its nominee and receive the income thereon and hold the same as Collateral for the Obligations or apply the same to the payment of principal or interest due on the Obligations. Debtor agrees to reimburse the Secured Party on demand with interest at the Demand Rate for any payment made or any expense incurred by the Secured Party pursuant to the foregoing authorization, and any payment made or expense incurred by the Secured Party pursuant to the foregoing authorization shall be an Obligation secured hereunder.

6.10 No Subordination. None of the Obligations is subordinated in right of payment to any other indebtedness, liabilities or obligations of Debtor.

7. Events of Default. Debtor shall be in default under this Agreement upon the happening of any of the following events (each an "Event of Default"):

- (a) Debtor or any endorser, guarantor or surety for Debtor fails to pay or perform when due any of the Obligations after ten (10) days advance written notice from the Secured Party;
- (b) Any loss, theft, damage or destruction of any material item or part of the Collateral;
- (c) Any levy upon or seizure or attachment of any material item or part of the Collateral;
- (d) Any representation or warranty made by Debtor or any endorser, guarantor or surety for Debtor in connection with this Agreement, or any of the Obligations, proves to be false in any material respect when made;

- (e) Any event or condition shall exist or occur that constitutes (or upon notice or lapse of time, or both, would constitute) a default by Debtor or any endorser, guarantor or surety for Debtor under any loan, security or other agreement between any third party and any of them with respect to indebtedness for borrowed money;
- (f) Debtor or any endorser, guarantor or surety for Debtor makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver of any of the Collateral or any substantial part of its properties, or commences any voluntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or other similar law of any jurisdiction;
- (g) Any such application or any such proceedings described in (f) above are filed or commenced against Debtor or any endorser, guarantor or surety or any such person indicates its approval, consent or acquiescence thereto, or an order is entered adjudicating Debtor or any such endorser, guarantor or surety bankrupt or insolvent and such order remains in effect for thirty (30) days or more;
- (h) Final judgment for the payment of money in excess of \$50,000 shall be rendered against Debtor or any endorser, guarantor or surety for Debtor, and the same shall remain undischarged for a period of thirty (30) days during which execution of such judgment shall not be effectively stayed; or
- (i) Debtor or any endorser, guarantor or surety for Debtor shall transfer all or substantially all of its properties or merge with or into any other entity.

8. Rights and Remedies Upon Default

8.1 Disposition of Collateral. Upon the occurrence and during the continuation of any of the above Events of Default, the Secured Party may accelerate all the Obligations and shall have, in addition to all other rights and remedies provided herein or by applicable law, all of the rights and remedies of secured parties under the Code, including, but not limited to, the right to take possession of the Collateral, and for that purpose the Secured Party may, and Debtor hereby authorizes Secured Party to, enter upon any premises on which Collateral may be located or situated and remove the same therefrom or without removal render the same unusable and may use or dispose of the Collateral on such premises without any liability for rent, storage, utilities or other sums, and upon request Debtor shall, to the extent practicable, assemble and make the Collateral available to the Secured Party at a place to be designated by the Secured Party, which is reasonably convenient to Debtor and the Secured Party. Debtor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Debtor of the time and place of any public sale or the time after which any private sale or any other intended disposition is to be made shall constitute reasonable notification of such sale or disposition. The Secured Party shall also have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by the Secured Party to enforce its rights and remedies hereunder, to manage, protect and preserve the Collateral or continue the operation of the business of

Debtor, and the Secured Party shall be entitled to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Collateral shall be finally made and consummated.

8.2 Application of Proceeds. In the event of any disposition or collection of, or any other realization upon, all or any part of the Collateral, the Secured Party shall apply the proceeds of such disposition, collection or other realization as follows:

- (a) First, to the payment of the reasonable costs and expenses of the Secured Party in exercising or enforcing its rights hereunder, including, but not limited to, costs and expenses incurred in retaking, holding and/or preparing the Collateral for sale, lease or their disposition, and in collecting or attempting to collect any of the Intangible Collateral, and to the payment of all amounts payable to the Secured Party pursuant to Section 9 hereof;
- (b) Second, to the payment of the Obligations; and
- (c) Third, after payment in full of all of the Obligations, the surplus, if any, shall be paid to the Debtor or to whomsoever may be lawfully entitled to receive such surplus.

9. Indemnity and Expenses. Debtor agrees to indemnify the Secured Party from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement or any actions taken by the Secured Party pursuant to Section 10 of this Agreement, except claims, losses, or liabilities resulting from the Secured Party's own negligence or willful misconduct. Debtor will on demand pay to the Secured Party the amount of any and all reasonable costs and expenses, including but not limited to the reasonable fees and disbursements of its counsel and of any experts or agents, which the Secured Party may incur in connection with (a) the exercise or enforcement by the Secured Party of any of its rights or remedies against Debtor hereunder, or (b) any failure by Debtor to perform any of the Obligations.

10. Further Assurances and Power of Attorney. Debtor will execute and deliver to the Secured Party's, at the Secured Party's request, at any time and from time to time, such financing statements and other instruments (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by the Secured Party) and do such other acts and things as the Secured Party may reasonably deem necessary or desirable in order to establish and maintain a valid security interest in the Collateral in favor of the Secured Party (free and clear of all other security interests, liens, charges, encumbrances and other claims, whether voluntarily or involuntarily created, except as set forth in Section 5.1 hereof) or in order to facilitate the collection of the Collateral. To effectuate the rights and remedies of the Secured Party hereunder, Debtor hereby irrevocably appoints the Secured Party as attorney-in-fact for Debtor in the name of Debtor or the Secured Party, with full power of substitution, to sign, execute and deliver any and all instruments and documents and do any and all acts and things to the same extent as Debtor could do, to sell, assign and transfer any Intangible Collateral, including, but not limited to, taking all action necessary or desirable to obtain the approval of any governmental body to the

transfer or issuance to the Secured Party or any other person, firm or corporation of any Intangible Collateral.

11. Debtor Remains Liable. Anything herein to the contrary notwithstanding, (a) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Secured Party of any of its rights hereunder shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Secured Party shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Secured Party be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

12. General Provisions.

12.1 Waivers. Debtor waives notice of the acceptance of this Agreement and all other notices, demands or protests to which Debtor might otherwise be entitled by law in respect to this Agreement, the Obligations or the Collateral, and which may be lawfully waived. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining to the Collateral beyond reasonable care in the custody or preservation thereof. The Secured Party may exercise its rights and remedies with respect to the Collateral without resorting or regard to other security or sources for payment. All rights and remedies of the Secured Party hereunder or with respect to the Obligations or the Collateral shall be cumulative and may be exercised singularly or concurrently.

12.2 Assignment. If at any time or times by sale, assignment, negotiation, pledge or otherwise, the Secured Party transfers any of the Obligations, such transfer shall carry with it the Secured Party's rights and remedies under this Agreement with respect to the Obligations transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent the Secured Party retains any other Obligations, the Secured Party shall continue to have rights and remedies herein set forth with respect thereto.

12.3 Notices. Any notice or other communication required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mails, certified mail return receipt requested, with proper postage prepaid, and addressed to the party to be notified at such party's address set forth below such party's signature below, or to such other address as any party may hereafter designate for him, her or itself by written notice to the other parties in the manner prescribed above.

12.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of California applicable to contracts made and to be performed in the State of

California, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of California. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, whenever possible without loss of substantial portion of the benefit of its bargain to a party hereunder, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement.

12.5 Rights and Remedies Under Division 2 of the Code. The execution of, or performance under, this Agreement by the Secured Party shall not be deemed a waiver or affect any of its rights or remedies as a seller, including any rights and remedies it may have under Division 2 of the Code.

12.6 Waiver: Successors. Subject to Section 12 above, neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties against which enforcement of the change, waiver, discharge or termination is sought. This Agreement shall be binding upon Debtor and its successors and assigns, and all person claiming under or through Debtor or any such successor or assign, and shall inure to the benefit of, and be enforceable by, the Secured Party and its successors and assigns.

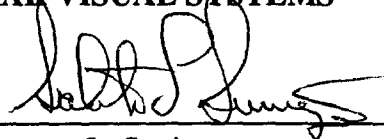
12.7 Entire Agreement. This Agreement, the Bills of Sale and the Note contain the entire agreement of the parties relating to the subject hereof and supersede any and all prior negotiations, correspondence, understandings and agreements between the parties regarding the subject hereof.

12.8 Counterparts. This Agreement may be entered into in any number of counterparts, each of which will be deemed an original and all of which, taken together, constitutes one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the day and year first written above.

DEBTOR:

JENMAR VISUAL SYSTEMS

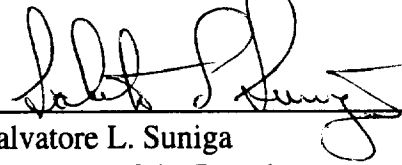
By: 

Salvatore L. Suniga
President

Address: 165 Gibraltar Court
Sunnyvale, CA 94089
Attn: President

SECURED PARTY:

APERCOM CORPORATION



Salvatore L. Suniga
Chairman of the Board
Address: 165 Gibraltar Court
Sunnyvale, CA 94089
Attn: Chairman of the Board

Attachments:

- Exhibit A: Description of Technology
- Exhibit B: Form of Bills of Sale
- Exhibit C: Form of Note
- Exhibit D: Other Security Interests

Exhibit A

Description of Technology

1. Black Magic Screen:

A new and useful light transmitting and dispersing filter having low reflectance, for which application Serial No. 08\117,250 for United States Letters Patent has been filed in the U.S. Patent and Trademark Office on September 3, 1993.

2. Rear Projection Monitor:

A monitor that can generate and display both video and computer images from a variety of signal sources. The key components are rear projection screen, projection engine, electronics optics, light source and case. Key attributes are its light weight and usability in brightly lit rooms.

Exhibit B

Forms of Bills of Sale

EXHIBIT B

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is entered into as of December 8, 1993, by Apercom Corporation, a California Corporation ("Assignor"), in favor of Jenmar Visual Systems, a California corporation ("Assignee").

Whereas, Assignor has invented a new and useful light transmitting and disbursing filter having low reflectance, for which application Serial No. 08\117,250 for United States Letters Patent has been filed in the U.S. Patent and Trademark Office on September 3, 1993.

Whereas, Assignee desires to acquire by formal, recordable assignment, the entire right, title and interest in and to said invention, including without limitation all copyright rights (including but not limited to rights in audio visual works), patent rights (including but not limited to rights in patent applications), mask work rights, trade secret rights (including but not limited to rights under confidentiality or proprietary rights agreements entered into by Assignor with third parties respecting or pertaining to said invention) and any other form of intellectual property or proprietary rights including said Letters Patent that maybe granted for said invention in the United States and throughout the world (collectively as to all such rights, the "Intellectual Property Rights").

Now, Therefore, in consideration of Assignee's issuance of a Secured Promissory Note obligating Assignee to pay the purchase price therefor, pursuant to a Technology Transfer and Security Agreement of even date herewith, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in and to said Intellectual Property Rights, including, without, limitation, said application, any Letters Patent that may be granted for such invention in the United States and throughout the world, the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said Intellectual Property Rights, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Intellectual Property Rights in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said Intellectual Property Rights, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Intellectual Property Rights.

This instrument is to be construed in accordance with, and governed by, the laws of the State of California. The invalidity or unenforceability of any portion or provision of which shall not affect the validity or enforceability of the remainder of this instrument.

In Witness Whereof, Assignor has caused this instrument to be signed by its duly authorized officers on this ____ day of January 1994.

APERCOM CORPORATION

By: **EXHIBIT** _____
Salvatore L. Suniga
Chairman of the Board

State of California)
)
County of Santa Clara)

On this the ____ day of _____, 1994, before me, the undersigned Notary Public, _____, personally appeared Salvatore L. Suniga, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chairman of the Board of Apercom Corporation on behalf of the corporation named, and acknowledged to me that the corporation executed it.

Witness my hand and official seal.

Signature of Notary

(SEAL)

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is entered into as of December 8, 1993, by Apercom Corporation, a California Corporation ("Assignor"), in favor of Jenmar Visual Systems, a California corporation ("Assignee").

Whereas, Assignor has invented a new and useful design for a rear projection monitor more particularly described as follows: A monitor that can generate and display both video and computer images from a variety of signal sources. The key components are rear projection screen, projection engine, electronics optics, light source and case. Key attributes are its light weight and usability in brightly lit rooms.

Whereas, Assignee desires to acquire by formal, recordable assignment, the entire right, title and interest in and to said invention, including without limitation all copyright rights (including but not limited to rights in audio visual works), patent rights (including but not limited to rights in patent applications), mask work rights, trade secret rights (including but not limited to rights under confidentiality or proprietary rights agreements entered into by Assignor with third parties respecting or pertaining to said invention) and any other form of intellectual property or proprietary rights including said Letters Patent that maybe granted for said invention in the United States and throughout the world (collectively as to all such rights, the "Intellectual Property Rights").

Now, Therefore, in consideration of Assignee's issuance of a Secured Promissory Note obligating Assignee to pay the purchase price therefor, pursuant to a Technology Transfer and Security Agreement of even date herewith, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in and to said Intellectual Property Rights, including, without, limitation, said application, any Letters Patent that may be granted for such invention in the United States and throughout the world, the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said Intellectual Property Rights, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Intellectual Property Rights in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said Intellectual Property Rights, whether on said application or on any subsequently filed division, continuation,

continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Intellectual Property Rights.

This instrument is to be construed in accordance with, and governed by, the laws of the State of California. The invalidity or unenforceability of any portion or provision of which shall not affect the validity or enforceability of the remainder of this instrument.

In Witness Whereof, Assignor has caused this instrument to be signed by its duly authorized officers on this ____ day of January 1994.

APERCOM CORPORATION

By: **EXHIBIT** _____
Salvatore L. Suniga
Chairman of the Board

State of California)
)
County of Santa Clara)

On this the ____ day of _____, 1994, before me, the undersigned Notary Public, _____, personally appeared Salvatore L. Suniga, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Chairman of the Board of Apercom Corporation on behalf of the corporation named, and acknowledged to me that the corporation executed it.

Witness my hand and official seal.

Signature of Notary

(SEAL)

Exhibit C

Form of Note

SECURED PROMISSORY NOTE

\$182,100.00

December 8, 1993
Sunnyvale, California

FOR VALUE RECEIVED, on or before December 8, 1995, Jenmar Visual Systems, a California corporation ("Maker"), promises to pay to the order of Apercom Corporation, a California corporation ("Holder"), at 165 Gibraltar Court, Sunnyvale, California 94089 or such other address as the Holder hereof shall designate in writing delivered to Maker, in lawful money of the United States, the principal amount of \$182,100.00, and to pay interest on the unpaid principal amount of this Note outstanding from time to time at the rate of 8% per annum.

1. Prepayments. This Note may be prepaid at any time in whole or in part, without premium or penalty, provided all accrued and unpaid interest or other charges due hereunder, if any, are paid to the date of prepayment. Interest shall cease to accrue on principal so paid. Any payment received hereunder will first be credited to payment of any charges due hereunder or under the Security Agreement referred to below, then to interest and last to principal.

2. Late Fee. Maker hereby acknowledges that late payment by Maker of interest or other charges due hereunder will cause Holder to incur costs not contemplated hereunder, the exact amount of which will be extremely difficult to ascertain. These costs include, without limitation, processing charges, accounting charges and late charges assessed against Holder under obligations to which Holder is or will be subject. Accordingly, if any payment of interest or other charge due hereunder is not received by Holder within 10 days after such amount is due, then Maker shall pay Holder, without notice or demand, a late charge equal to 5% of such overdue amount. Maker agrees that such late charge represents a fair and reasonable estimate of the costs Holder will incur by reason of a late payment and that proof of actual damages would be costly or inconvenient. Acceptance of such late payment, or any other payment under this Note, shall in no event constitute a waiver of any default by Maker hereunder nor prevent Holder from exercising any right or remedy available to Holder by agreement or otherwise.

3. Collection Charges. If any collection procedures are used to enforce or collect this Note, then, in addition to the amounts otherwise payable hereunder, Holder's costs of collection, including reasonable attorneys' fees, shall be additional charges due hereunder from the date of Holder's demand.

4. Security. Payment of this Note is secured under the terms of a certain Technology Transfer and Security Agreement of even date herewith (the "Security Agreement"), by and between Maker and Holder. No single or partial exercise of any power under this Note or the Security Agreement or any other instrument or document now or hereafter evidencing this indebtedness shall preclude any other or further exercise thereof or the exercise of any other power. No delay or omission on the part of the Holder in exercising any right hereunder, under

the Security Agreement or otherwise will operate as a waiver of such right or of any other of such rights.

5. Acceleration. Upon any default in payment of any sums due hereunder, or in the performance of any covenant or agreement set forth in this Note or in the Security Agreement, then, or at any time thereafter, at the option of the Holder, the entire unpaid balance of principal, accrued interest or other charges hereunder shall become immediately due and payable without notice.

6. Modifications. Neither this Note nor any term hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom enforcement is sought.

7. Notices. Any demand or other notice required or permitted to be given to Maker hereunder shall be deemed duly given if personally delivered or if sent by registered or certified mail, postage prepaid, addressed to Maker at 165 Gibraltar Court, Sunnyvale, California 94089 or to such other address as Maker shall duly notice Holder in writing (which notice shall be effective upon deposit in the United States mail, if delivery is by mail, and on receipt, if personally delivered).

8. Waiver of Notice, Etc. Maker hereby waives diligence, presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note.

9. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws.

In Witness Whereof, Maker has caused this Note to be executed and delivered by its officer, duly authorized.

JENMAR VISUAL SYSTEMS

By: **EXHIBIT**

Title: _____

Exhibit D

**Other Security Interests
(Section 6)**

NONE

**ASSIGNMENT OF SECURED PROMISSORY NOTE
AND SECURITY AGREEMENT**

This Assignment is entered into as of November 20, 1997, among Salvatore L. Suniga ("Mr. Suniga"), Gail E. Suniga ("Ms. Suniga"), Apercom Corporation, a California corporation that is wholly owned by Mr. Suniga ("Apercom"), and Jenmar Visual Systems, a California corporation ("Jenmar") that is partially owned by Mr. Suniga and Ms. Suniga (the "Sunigas").

A. In 1993, Apercom transferred certain technology owned by Apercom to Jenmar upon Jenmar's formation pursuant to the terms of that certain Technology Transfer and Security Agreement, dated December 8, 1993, between Apercom and Jenmar (the "Agreement").

B. As the purchase price for such technology, Jenmar issued its Secured Promissory Note, dated December 8, 1993, to Apercom in the principal amount of \$182,100.00, which bears interest at 8% per annum, a copy of which is attached hereto as Exhibit A (the "Note") and is secured by the provisions of the Agreement, a copy of which is attached hereto as Exhibit B.

C. Apercom now desires to wind up its affairs and dissolve and as a part thereof, to distribute and assign the Note and its rights under the Agreement to the Sunigas, the holders of all beneficial interests in Apercom, and Jenmar has consented to such assignment.

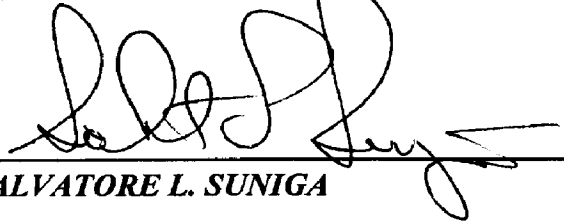
Now, therefore, the parties agree as follows.

1. **Assignment.** Apercom hereby (a) assigns to the Sunigas all of Apercom's right, title and interest in and to the Note and all of Apercom's rights and interest set forth in the Agreement, other than the right to receive the technology described therein, which receipt is hereby confirmed by Jenmar, but including, without limitation, all right and interest in and to the security interest created in the Agreement and (b) delegates all of Apercom's obligations under the Agreement to the Sunigas. The Sunigas hereby accept such assignment of rights and delegation of obligations. Jenmar hereby consents to such assignment and delegation. Jenmar further agrees with Apercom and the Sunigas that no payment of principal or interest has yet been made on the Note and acknowledges Apercom's delivery of the Note to the Sunigas. Jenmar hereby agrees to sign any UCC financing statements required to evidence and perfect the transfer of the security interest set forth in the Agreement to the Sunigas and to file such financing statement in any jurisdiction that may be reasonably requested.


2. **Modification of the Note.** The parties acknowledge that the Note was due and payable on December 8, 1995 and is currently past due. Accordingly, the parties agree that the Note shall instead be due and payable upon demand made by the Sunigas, or any one of them, at any time after the date of this Assignment by delivery of written notice to Jenmar at Jenmar's principal place of business pursuant to the notices section (Section 7) of the Note.

3. **Further Actions.** Apercom and Jenmar hereby agree promptly to execute such further documents and take such further actions as may be necessary to evidence the assignment of the Note and Apercom's rights and obligations under the Agreement to the Sunigas, and to perfect the security interest now held by the Suniga's to the Collateral described in the Agreement, as may be reasonably requested by any one of the Sunigas.

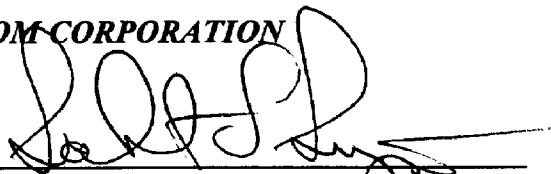
In Witness Whereof, this Assignment has been entered into by the parties or representatives thereof duly authorized as of the date first set forth above.

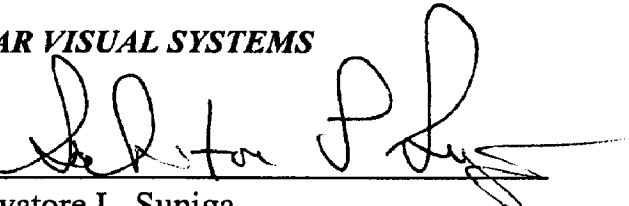


SALVATORE L. SUNIGA



GAIL E. SUNIGA

APERCOM CORPORATION

By: _____
Salvatore L. Suniga, President

JENMAR VISUAL SYSTEMS

By: _____
Salvatore L. Suniga

**[Signature page to Assignment of Secured Promissory Note
and Security Agreement**

JENMAR VISUAL SYSTEMS

AMENDMENT OF
TECHNOLOGY TRANSFER AND SECURITY AGREEMENT
AND MEMORANDUM OF SECURITY INTERESTS IN PATENTS

Jenmar Visual Systems, a California corporation, whose address is 5349 Randall Place, Fremont, California 94538 ("Debtor"), does hereby confirm to Salvatore L. Suniga and Gail E. Suniga, or either of them, whose address is 721 Linda Court, San Mateo, California 94403 (collectively "Secured Party"), pursuant to a Technology Transfer and Security Agreement, dated December 8, 1993, as amended by that certain Assignment of Secured Promissory Note and Security Agreement, dated November 20, 1997 and by the Promissory Notes listed on Exhibit A hereto and by any promissory note to be issued in the future to the Secured Party, or either of them, representing any amount loaned to Debtor by any Secured Party (the "Security Agreement"), a security interest in and to all of Debtor's right, title and interest in all patents and rights and interests of every kind or nature in patents and inventions protectable by patent, whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation, in and to (a) the United States patents that are identified on Exhibit B hereto, (b) the patents issued in countries other than the United States, (c) any applications for patents that are now filed or will be filed in the future, together with all patents issued or to be issued with respect thereto, (c) all inventions owned by Debtor based upon, incorporated in, derived from, incorporating or relating to the items identified on Exhibit B or patents issued in countries other than the United States, together with any and all counterpart patents in the United States and any and all improvement patents reissuances, reexaminations, continuations, continuations-in-part and divisions respecting such inventions (collectively as to all of the items listed in clauses (a) through (c) above, the "Patents"), (d) all actions for past, present and future infringement concerning the foregoing and (e) all proceeds of any of the foregoing (collectively as to all of the items listed in clauses (d) and (e) above, the "Proceeds").

The parties hereto acknowledge and agree that the Note described in the Security Agreement, together with all other promissory notes listed on Exhibit A hereto (as such promissory notes may be amended or replaced hereafter), interest thereon, expenses of collection and all obligations to repay amounts loaned to Debtor by the Secured Parties, or either of them, in the future, together with interest and collection costs, are and will be secured by the Patents and the Proceeds pursuant to the Security Agreement.

Debtor agrees that if any person or entity shall do or perform any acts that Secured Party, or either of them, believes to constitute an infringement of any Patent, or violate or infringe any rights of Debtor in any Patent, or if any person or entity shall do or perform any acts that the Secured Party, or either of them, believes to constitute an unauthorized or unlawful manufacture, sale or use of any invention protected by any Patent, then and in any such event, upon, and during the continuance of and Event of Default (as defined in the Security Agreement) Secured Party may and shall have the right to, but shall not be obligated to, take such steps and institute such suits or proceedings as Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the

parties. Secured Party, or either of them, may take, but are not obligated to take, such steps or institute such suits or proceedings, at the cost of Debtor, in their own name or in the name of Debtor or the names of the parties jointly.

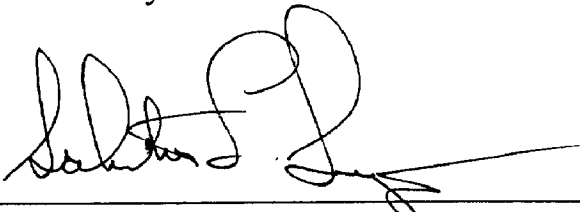
The terms and conditions of the security interest described herein are contained in the Security Agreement and the security interest in the Patents and the Proceeds is for performance of Debtor's Obligations identified in the Security Agreement that are being secured hereby. Nothing contained in this Agreement shall be construed as an absolute assignment of the Patents or the Proceeds nor as limiting any interest that Secured Party, or either of them, may have in any other collateral described in the Security Agreement.

Upon and during the continuance of an Event of Default as defined in the Security Agreement, Secured Party, or either of them, may exercise all rights and remedies described therein, and Debtor hereby authorizes Secured Party, or either of them, to make, or to appoint any person or entity to make, in such Secured Party's sole discretion, as Debtor's true and lawful attorney-in-fact, with power (upon such Secured Party's notice to Debtor of his or her intention to do so) to (a) enforce its security interest against any of the Patents and Proceeds, (b) grant or issue any exclusive or non-exclusive license under Patents to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Proceeds to anyone. Debtor hereby ratifies all that each such attorney shall lawfully do or cause to be done by virtue hereof. Secured Party, and each of them, shall have all the rights and remedies permitted by the Security Agreement, by law or this Agreement.

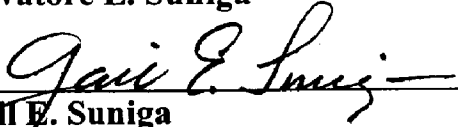
Upon repayment and satisfaction of all of the obligations described in the Security Agreement, the security interest in the Patents and Proceeds shall terminate and the Secured Party, and each of them, shall file, at Debtor's expense, such additional documents with any patent authority as shall reasonably be required to evidence such termination.

In Witness Whereof, the undersigned have duly executed this Agreement as of the date last written below.

"Secured Party"



Salvatore L. Suniga

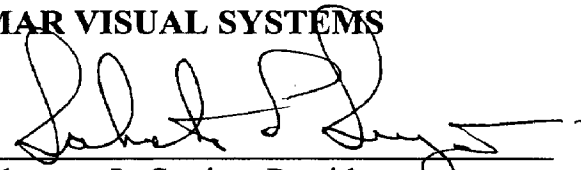


Gail E. Suniga

Date: May 9, 2001

"Debtor"

JENMAR VISUAL SYSTEMS

By: 

Salvatore L. Suniga, President

Date May 9, 2001

Exhibit A

**to Amendment of
Technology Transfer and Security Agreement
and Memorandum of Security Interests in Patents**

List of Promissory Notes

<u>Title of Note</u>	<u>Name of Holder</u>	<u>Date of Note</u>	<u>Principal of Note</u>
Secured Promissory Note*	Salvatore L. Suniga and Gail E. Suniga	12/08/93	\$182,100.00
Subordinated Promissory Note	Gail E. Suniga	01/04/00	16,000.00
Subordinated Promissory Note	Gail E. Suniga	01/12/00	25,000.00
Promissory Note*	Salvatore L. Suniga and Gail E. Suniga	07/25/00	45,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	07/28/00	43,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	08/01/00	13,000.00
Promissory Note*	Salvatore L. Suniga and Gail E. Suniga	10/13/00	40,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	01/25/00	150,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	02/13/01	50,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	02/12/01	75,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	03/19/01	15,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	03/12/01	75,000.00
Promissory Note	Salvatore L. Suniga and Gail E. Suniga	04/04/01	300,000.00

* A portion of the principal amount of this note has been repaid.

Exhibit B

**to Amendment of
Technology Transfer and Security Agreement
and Memorandum of Security Interests in Patents**

List of US Patents and Patent Applications

<u>US Patent Number</u>	<u>Date of Issuance</u>
5,563,738	October 8, 1996
5,781,344	July 14, 1998
6,076,933	June 20, 2000



FORM PTO-1619A

New Submission, Dated May 9, 2001
Conveyance Type: Security Agreement
Conveying Party: Jenmar Visual Systems
Receiving Parties: Salvatore L. Suniga
Gail E. Suniga

List of Attachments:

- Exhibit X: Jenmar Visual Systems Technology Transfer and Security Agreement, dated December 8, 1993, between Conveying Party and Receiving Parties' predecessor in interest, Apercom Corporation.
- Exhibit Y Assignment of Secured Promissory Note and Security Agreement, dated November 20, 1997, between Conveying Party and Receiving Parties.
- Exhibit Z: Amendment of Technology Transfer and Security Agreement and Memorandum of Security Interests in Patents, dated May 9, 2001, between Conveying Party and Receiving Parties.