

06-28-2001

Form PTO-1595 (Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)



Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies) ZeroPlus.com, Inc.

2. Name and address of receiving party(ies)

Name: Vento LLC

Internal Address:

Street Address:

865 Tahoe Boulevard, Suite 203

City: Incline Village State: NE Zip: 89542

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: March 31, 2001

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

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

09/574,820

09/777,350

09/823,350

B. Patent No.(s)

05/526,353

05/923/655

Additional numbers attached? Yes No

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

Name: John T. Cassella

Internal Address:

Street Address: 8000 Towers Crescent Drive

14th Floor

City: Vienna State: VA Zip: 22182

6. Total number of applications and patents involved: 5

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John T. Cassella

Name of Person Signing

Signature

05/31/2001

Date

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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200.00 DP

PATENT REEL: 011922 FRAME: 0612

PATENT SECURITY AGREEMENT

dated as of

March 13, 2001

by and between

ZEROPLUS.COM, INC.

and

VENTO LLC

as Secured Party

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** dated as of March 13, 2001 is made by and between **ZEROPLUS.COM, INC.**, a Delaware corporation ("*Assignor*") and **VENTO LLC**, a Colorado limited liability company (together with its successors and assigns, the "*Secured Party*").

WHEREAS, the Assignor has issued to Secured Party a Convertible Promissory Note dated the date hereof in the principal amount of \$2,000,000 (the "*Note*").

WHEREAS, the Secured Party is willing to make the loan evidenced by the Note only upon the condition, among others, that the Assignor executes and delivers this Agreement and grants a security interest in the Patent Collateral (as hereinafter defined) as security for the Secured Obligations (as defined in that certain Security Agreement dated the date hereof by and between the Assignor and the Secured Party (the "*Security Agreement*")).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

2. **Assignment and Grant of Security Interest.** As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby grants to the Secured Party a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter by the Assignor) in and to all letters patent of the United States, all federal registrations and recordings thereof, and all applications for letters patent of the United States, including, without limitation, disclosures, and all extensions, reissues, divisions, continuations and continuations-in-part related thereto, (including, without limitation, those listed on Schedule A to this Agreement), (hereafter collectively called the "*Patent Collateral*").

3. **Continuing Liability.** The Assignor hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest and obligation assigned to the Secured Party hereunder to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Secured Party shall have no obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the assignment thereof to the Secured Party or the receipt by the Secured Party of any payment relating to any such license, interest or obligation pursuant thereto, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Remedy. Upon the occurrence of and during the continuance of an Event of Default, the Assignor hereby grants to the Secured Party a revocable, nonexclusive, fully paid up and freely transferable, assignable right and license to and under the Patent Collateral for any and all purposes, with the right to grant royalty-bearing sublicenses (for fair market value). All sublicenses granted by the Secured Party under this Section 4 shall be no more onerous than the terms and conditions set forth in the License Agreement, attached to the Note as Exhibit A. Upon payment in full of the Secured Obligations, any license granted to the Secured Party and the Secured Party's right to grant sublicenses under this Section 4 terminates automatically. However, Assignor agrees that it shall be bound by the terms and conditions of any licenses or sublicenses granted by the Secured Party under this Section 4 in accordance with the respective terms and conditions therein. If, after the occurrence and during the continuance of an Event of Default, the Secured Party receives a bona fide offer for the assignment of the Patent Collateral which Assignor, in its commercially reasonable discretion determines to be an offer for fair market value, Assignor shall grant the Secured Party all right, title and interest to the Patent Collateral for the purpose of making such assignment and sale. The Secured Party shall pay over the net proceeds of any collection, recovery, receipt, appropriation, realization or sale arising under this Section 4, after deducting all reasonable costs and expenses of every kind pursuant to the terms hereof, for application by it to the payment in whole or in part of the Secured Obligations, in such order as may be determined by the Secured Party in its sole discretion, the Assignor remaining liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Secured Party of any other amount required by any provision of law, including Section 9-504(1)(c) of the UCC, need the Secured Party account for the surplus, if any, to the Assignor. To the extent permitted by applicable law, the Assignor waives all claims, damages, and demands against the Secured Party arising out of the repossession, retention or sale of the Patent Collateral. The Assignor agrees that the Secured Party need not give more than ten (10) days' notice (which notification shall be deemed given when mailed, postage prepaid, addressed to the Assignor at its address provided in the Note) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. The Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Patent Collateral is insufficient to pay all amounts to which the Secured Party is entitled.

5. Covenants Regarding Patent Collateral.

a. The Assignor shall notify the Secured Party promptly if it knows or has reason to know that any application for Patent Collateral (or issued Patent Collateral) may become abandoned, or of any materially adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding the Assignor's ownership of any Patent Collateral which is material to the conduct of Assignor's business, or its right to keep and maintain the same.

b. The Assignor shall inform the Secured Party of any application it has filed for any Patent Collateral with the United States Patent and Trademark Office and, upon request of the Secured Party, execute and deliver any and all agreements, instruments, documents, and papers as the Secured Party may request to evidence the Secured Party's security interest in such application and Patent Collateral.

c. The Assignor will take all necessary actions, including, without limitation, in any proceeding before the United States Patent and Trademark Office, to maintain and pursue each application (and to obtain the relevant issuance of a patent) and to maintain the Patent Collateral which is material to the conduct of Assignor's business, including, without limitation, filing of patent applications.

d. In the event that the Assignor becomes aware that any of the Patent Collateral is infringed by a third party, the Assignor shall notify the Secured Party promptly after it learns thereof and shall, unless the Assignor shall reasonably determine that such Patent Collateral is not material to the conduct of the Assignor's business or that the nature of the infringement is not such as to warrant any action against the third party, promptly take all action it deems necessary to enforce and protect its rights in the Patent Collateral, including, at its discretion, sue for infringement and to recover any and all damages for such infringement, take a license or settlement, or take such other actions as the Assignor shall reasonably deem appropriate under the circumstances to protect and enforce such Patent Collateral.

6. Use and Protection of Patent Collateral. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, the Secured Party shall from time to time execute and deliver, upon the written request of the Assignor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of the Assignor to permit the Assignor to continue to exploit, license, use, enjoy and protect the Patent Collateral.

7. Representations and Warranties, etc. The Assignor agrees that it will, at its expense, forever warrant and, at the Secured Party's request, defend the Secured Party's and the Assignor's respective interests in the Patent Collateral from any and all claims and demands of any other person that it will not grant, create or permit to exist any encumbrance upon or security interest in the Patent Collateral in favor of any other person. The Assignor represents and warrants to the Secured Party that:

a. the Assignor has full power, authority and legal right and capacity to incur and perform its obligations hereunder;

b. this Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and by general principles of equity (whether considered in a proceeding at law or in equity);

c. the making and performance by the Assignor of this Agreement and the grant of the security interest hereunder have been duly authorized by all necessary corporate action, and do not and will not violate the provisions of any applicable law or applicable regulation, the Assignor's articles of incorporation or by-laws (or equivalent organizational documents);

8. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses provided in the Note.

9. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

11. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

12. Limitations by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of Sections 4 and 5 hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any applicable law.

13. Successors and Assigns. This Agreement shall be binding upon the Assignor and the Secured Party and their respective successors and assigns and shall inure to the benefit of the Assignor, the Secured Party and its successors and assigns, and nothing herein or in any other Transaction Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement or any other Transaction Document. Notwithstanding the foregoing, neither party may assign its rights or obligations hereunder, under the Note or the other Transaction Documents without the prior written consent of the other party.

14. Termination and Reassignment. The Secured Party agrees that upon the termination or expiration of the Security Agreement and the payment in full of all the Secured Obligations, the Secured Party, upon the request and at the expense of the Assignor execute all such documents as may be reasonably requested by the Assignor to release the security interests created hereby and to reassign (without representation or warranty) to the Assignor the Assignor's patent and other rights assigned hereby.

15. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Secured Party primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.


16. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Maryland, notwithstanding its conflicts of laws principles.

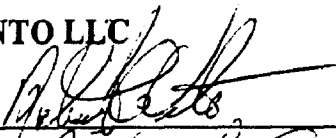
17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ZEROPLUS.COM, INC.

By: 
Name: Donald J. Shoff
Title: Vice President & CFO

VENTO LLC
By: 
Name: Richard G. Vento
Title: Manager, Vento LLC

SCHEDULE A

I. UNITED STATES PATENTS ISSUED

Case	Description	Patent #	Issue Date	Expiration Date
	System and Method for Communication of Audio Data Over a Packet-Based Network	5,526,353	6/11/96	6/11/16
	Interactive Video Communication over a Packet Data Network	5,923,655	7/13/99	7/13/19

II. UNITED STATES PATENTS PENDING

Name	Filed	Allowed
Private Dialing Plan for Voice on a Packet-Based Network	5/19/00 09/574,820	N/A
System for Internet Telephony Devices to Announce Incoming Calls	2/4/00 09/777,350	N/A
System & Method for Routing Calls to a Voice Over Internet Protocol Network from a Standard Phone Device	3/29/00 09/823,350	N/A