

FORM PTO-1595

(REV. 6-93)

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents

08-08-2001



101804040

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ABEL NO.

ial documents or copy thereof.

ss of receiving party(ies):

1. Name of conveying party(ies):

NeoMedia Technologies, Inc.

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

3. Nature of conveyance:

[] Assignment

[] Merger

[X] Security Agreement [] Change of Name

[] Other

Execution Date: July 11, 2001

Name: AirClic, Inc.Internal Address: Building 5, Suite 200Street Address: 512 Township Line RoadCity: Blue Bell State: PA ZIP: 19422

Additional name(s) & address(es) attached? [] Yes [X] 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).

B. Patent No(s): 6,199,048;

6,108,656; 5,978,773; and 5,933,829

Additional numbers attached [] Yes [X] No

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

Name: DANIEL H. GOLUB

Internal Address:

Street Address: 1701 Market StreetCity: Philadelphia State: PA ZIP: 19103-2921

6. Total number of applications and patents involved: []

7. Total fee (37 C.F.R. § 3.41) \$ 160.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

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

08/07/2001 101804040 00000194 6199048

01 FC:581

160.00 OP

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.*DANIEL H. GOLUB

Name of Person Signing

Signature

July 25, 2001

Date

Total number of pages including cover sheet, attachments, and document: [12]

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 11th day of July, 2001 between NeoMedia Technologies, Inc., Inc., a corporation of the State of Delaware, having an address of 2201 Second Street, Suite 600, Fort Myers, Florida ("Grantor"), and AirClic Inc., a corporation of the State of Delaware., having an office at 512 Township Line Road, Building 5, Suite 200, Blue Bell PA 19422 (the "Lender").

WITNESSETH:

WHEREAS, pursuant to a certain Secured Promissory Note dated as of the date hereof (the "Note"), the Lender has agreed to make a loan to the Grantor in the principal amount of up to \$2,000,000 (the "Loan"); and

WHEREAS, the Grantor owns the United States copyright registrations and applications therefor listed on Schedule A hereto ("Copyrights"), the United States patents listed on Schedule B hereto ("Patents"), and the United States trademark registrations and applications therefor listed on Schedule C hereto ("Trademarks"); and

WHEREAS, pursuant to the Note, the Grantor is required to and has conveyed and granted to Lender a collateral security interest in, among other things, all right, title and interest (if any) of the Grantor in, to and under all of the Grantor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, to secure all obligations of the Grantor to Lender; and

WHEREAS, capitalized terms used herein but not defined shall have the respective meanings given such terms in the Note.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby absolutely grant and convey to Lender a collateral security interest in all of the Grantor's Copyrights, Patents and Trademarks, if any, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Grantor, in whole or in part, in the United States, as well as any registrations or applications for a United States copyright registration now or hereafter made with the United States Copyright Office by the Grantor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be issued to the Grantor, in whole or in part, as the same may be updated thereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Grantor, in whole or in part, as well as all registrations or applications for Trademarks now or hereafter owned by the Grantor, as the same may be updated hereafter from time to time.

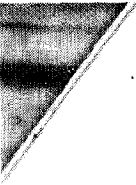
Said security interest includes, without limitation, all proceeds thereof, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, in the United States.

- 1) Grantor covenants and warrants that:

- (a) It is true and lawful exclusive owner of all the Copyrights listed on Schedule A (if any) and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office from 1938 to date, and applications for United States Copyrights that the Grantor now owns;
- (b) It owns all the Patents listed on Schedule B (if any) and that said Patents constitute all the United States Patents issued to it by the United States Patent and Trademark Office and that the Grantor now owns;
- (c) It owns all the Trademarks listed on Schedule C (if any) and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademarks Office and applications for Trademarks that the Grantor now owns;
- (d) The Grantor agrees, at Lender's request and expense, on a semi-annual basis, to execute such additional agreements with respect to any new Patents, Trademarks and/or Copyrights, whether filed or issued, and in which the Grantor hereinafter obtains rights. Except as set forth on Schedule D hereinafter, the Grantor further warrants that it is not aware of any third party claim that any of the aspects of the Grantor's present business operations infringe on any Patent, Trademark or Copyright. The Grantor grants to Lender an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interests in the Patents, Trademarks and Copyrights;
- (e) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;
- (f) To the best of its knowledge, Grantor owns each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Grantor not to sue third persons, other than the grant to Lender pursuant to this , subject to (i) any and all liens, claims or encumbrances disclosed in the Note, and (ii) any and all licenses granted thereon to date;
- (g) To its knowledge, Grantor has the unqualified right to enter into this Agreement and perform its terms;
- (h) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;
- (i) At its own expense, the Grantor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. §41 to maintain in force rights under each patent, to the extent that Grantor, in the exercise of its reasonable business judgment, deems advisable;
- (j) The Grantor hereby agrees not to divest itself of any material right under any Copyright, Trademark and/or Patent, which divestiture could have a material adverse effect on Grantor's business, its properties, or its ability to perform its obligations under the Loan Agreement; and
- (k) The Grantor agrees to promptly, upon receipt of an opinion of counsel, furnish Lender in writing all pertinent information available to the Grantor with respect to any infringement or other violation of the Grantor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Grantor, its properties or its ability to

perform its obligations under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement). To the extent that the Grantor in the exercise of its reasonable business judgement deems advisable, the Grantor further agrees to take legal action against any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a material adverse effect on the Grantor, its properties or its ability to perform its obligations under the Loan Agreement or other Loan Documents.

- 2) If, before the Obligations have been satisfied in full, Grantor shall obtain rights to any new Trademark or new Copyright, or become entitled to the benefit of any patent for reissue, division continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, then the provisions hereof shall automatically apply thereto and Grantor shall give to the Lender prompt notice thereof in writing.
- 3) Grantor authorizes Lender to modify Schedule A, Schedule B and Schedule C of this Agreement, in writing, to include any future Patents, Trademarks or Copyrights covered hereby.
- 4) Upon and during the occurrence of any Event of Default under the Note and subject to Grantor's right to cure thereunder:
 - (a) Lender shall have, in addition to all other rights and remedies given to it by this Agreement, the Note, those rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, or Copyrights may be located, including, without limitation, the right to sue for past, present, and future infringements thereof; and
 - (b) Lender may, in addition to any other remedies which may be available to Lender, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after the payment in full of the Obligations shall be paid over to the Grantor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Grantor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, or Copyrights, free from any right or equity of redemption on the part of Grantor, which right and equity of redemption are hereby waived and released.
- 5) At such time as Grantor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall promptly execute and deliver to Grantor at Grantor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Lender pursuant hereto and in accordance with the terms hereof.

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- 6) To the extent that Grantor in the exercise of its reasonable business judgement deems it advisable, Grantor shall have the duty, through counsel of its own choosing, to litigate diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, , to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Grantor. The Grantor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Lender, which consent shall not be unreasonably withheld.
 - 7) If Grantor fails to comply with any of its obligations hereunder, Lender may do so in Grantor's name or in Lender's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorney's fees, incurred by Lender in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
 - 8) No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder of under the Loan Agreement, or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
 - 9) All of Lender's rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Loan Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
 - 10) The provisions of this Agreement are severable, and if any clause of provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
 - 11) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
 - 12) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
 - 13) The validity of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Delaware.
 - 14) This Agreement and the Note embody the entire agreement and understanding between the Grantor and Lender and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:

NEOMEDIA TECHNOLOGIES, INC.

BY: 

Name: Marianne Lopez

Title: Asst Secretary & GC.

BY: 

Name: Charles W. Fritz

Title: CEO & President

AIRCLIC INC.

BY: 

Name: John E. Parker

Title: EVP

STATE OF Florida :

:SS:

COUNTY OF Lee :

On this 11th day of July, 2001, before me, a notary public for the State of Florida, the undersigned officer, personally appeared John E. Parker, who acknowledged himself to be the EVP of AirClic Inc., being authorized to do so, executed the foregoing therein contained by signing the name of the corporation by himself as EVP.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Brenda J. Medeiros
Notary Public

STATE OF Florida :

:SS:

COUNTY OF Lee :

On this 11th day of July, 2001, before me, a notary public for the State of Florida, the undersigned officer, personally appeared Charles Fritz, who acknowledged himself to be the CEO of NeoMedia Technologies, Inc., being authorized to do so, executed the foregoing therein contained by signing the name of the corporation by himself as CEO + President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Brenda J. Medeiros
Notary Public

Schedule A
Copyrights

NONE

1-PH/1449737.1

7

PATENT
REEL: 012036 FRAME: 0326

Schedule B
Patents

PAT. NO.	Title
1 6,199,048	System and method for automatic access of a remote computer over a network
2 6,108,656	Automatic access of electronic information through machine-readable codes on printed documents
3 5,978,773	System and method for using an ordinary article of commerce to access a remote computer
4 5,933,829	Automatic access of electronic information through secure machine-readable codes on printed documents

Schedule C
Trademarks

Applications:

Mark	Serial Number	Filing Date
NEOLINK	75/755, 245	8/13/1998
DELIVERYMAN	75/770, 507	9/2/1999
IDOCS	75/770, 560	9/3/1999
PAPERCLICK	75/795, 169	10/1/1999
QODER	76/035, 294	4/25/2000
QODE	76/035, 295	4/25/2000
PAPERCLICK/DESIGN	76/048, 699	5/12/2000
PAPERCLICK TOGO	76/048, 700	5/12/2000

Registered:

NONE

Schedule D
Third Party Claims

1. Letter to NeoMedia from Lucent Technologies dated March 15, 2001, offering patent license under United States Patent No. 5,640,193 for NeoMedia's PaperClick product.
2. Letter to Qode from Burns Doane Swecker & Mathis LLP dated January 10, 2001, offering a license under United States Patent No. 6,081,629 for the Qode Shopping System.
3. Letter to NeoMedia from The HAGO Company, Inc. dated April 10, 2001, regarding United States Patent No. 5,872,589.

1701 Market Street
Philadelphia, PA 19103-2921
215-963-5000
Fax: 215-963-5299



**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

Daniel H. Golub
215.963.5055
dgolub@morganlewis.com

July 25, 2001

Assistant Commissioner for Patents
Washington, DC 20231

Re: Recordation of Security Agreement between
 NeoMedia Technologies, Inc. and Airclit, Inc.

Dear Sir:

Enclosed for filing in connection with the above-referenced patent are the following documents:

1. Patents, Trademarks and Copyrights Security Agreement between NeoMedia Technologies, Inc. and AirClic, Inc. with Certification and Recordation Form Cover Sheet and
2. Check for \$160.00.

Kindly acknowledge receipt of these documents by returning the enclosed self-addressed, stamped postcard to me.

CERTIFICATE OF MAILING (37 CFR 1.8)

I hereby certify that this paper and the papers and/or fees referred to herein as transmitted, submitted or enclosed, are being deposited on the date shown below with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231.

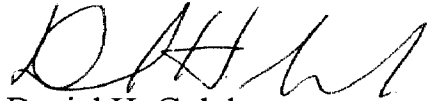
Name Daniel H. Golub Signature  Date of Deposit July 25, 2001

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh Princeton
London Brussels Frankfurt Tokyo

PATENT
REEL: 012036 FRAME: 0330

The Commissioner is hereby authorized to charge any fees required in connection with this filing to Account No. 50-0310. A duplicate of this authorization is enclosed.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'D.H. Golub', with a stylized flourish at the end.

Daniel H. Golub

1701 Market Street
Philadelphia, PA 19103-2821
215-963-5000
Fax: 215-963-5299



**Morgan, Lewis
& Bockius LLP**
C O U N S E L O R S A T L A W

Daniel H. Golub
215.963.5055
dgolub@morganlewis.com

July 25, 2001

Assistant Commissioner for Patents
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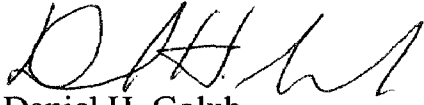
Name Daniel H. Golub Signature  Date of Deposit July 25, 2001

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh Princeton
London Brussels Frankfurt Tokyo

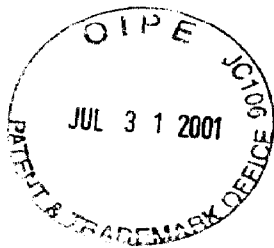
PATENT
REEL: 012036 FRAME: 0332

The Commissioner is hereby authorized to charge any fees required in connection with this filing to Account No. 50-0310. A duplicate of this authorization is enclosed.

Very truly yours,

A handwritten signature in black ink, appearing to read "D.H. Golub", written over a horizontal line.

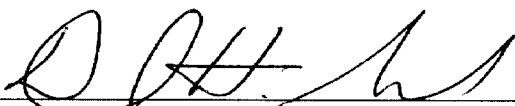
Daniel H. Golub



CERTIFICATION

I Daniel H. Golub hereby certify that the attached document is a true and correct copy of the Patents, Trademarks and Copyrights Security Agreement between NeoMedia Technologies, Inc. and AirClic, Inc. executed on July 11, 2001.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.


By: Daniel H. Golub
Attorney for AirClic, Inc.

Dated: July 25, 2001