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

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

1. Name of conveying party(ies):

Collision Avoidance Systems, Inc.

2. Name and address of receiving party(ies)

Name: Motorola, Inc.

Internal Address:

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: 1303 E. Algonquin Rd.

City: Schaumburg State: IL Zip: 60196

Execution Date: December 15, 1997

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)

B. Patent No.(s)

5734336, 5940,012

Additional numbers attached? ☐ Yes ☒ No

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

Name: Simon B. Anolick

Internal Address:

Street Address: 4000 Commercial Ave.

City: Northbrook State: IL Zip: 60062

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 80.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

13-4772

(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.

Simon B. Anolick

Name of Person Signing

Simon B. Anolick

Signature

9 October 2001

Date

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

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

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

PATENT

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MOTOROLA LEGAL DEPT.
W S S B

NO. 3375 P. 1/2

P. 02/04

SECURITY AGREEMENT

This Security Agreement is entered into this 15th day of December between Motorola, Inc., through its Automotive, Energy and Components Sector ("Motorola") and Collision Avoidance Systems Inc. ("Debtor").

WHEREAS, Debtor has become indebted to Motorola in the principal sum of \$250,000, with interest at the rate of 13.5%, as more particularly set forth in that certain Secured Promissory Note dated December 15th, 1997 (the "Note"); and

WHEREAS, as security for the prompt and complete payment of all indebtedness evidenced by the Note and performance of all material obligations of Debtor under that certain Definitive License Agreement between the parties, also dated December 15th, 1997 ("the Secured Obligations"), Debtor has agreed to grant Motorola a security interest in certain of its assets.

NOW, THEREFORE, the parties hereto, in consideration of the foregoing and the mutual promises and agreements contained herein, agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Motorola a continuing security interest in all of its right, title and interest in and to the following (the "Collateral") all whether now owned or hereafter acquired, and including the proceeds of any sale or other disposition thereof:

a. All trademarks, trade names, trade styles, service marks, prints and labels on which the foregoing have appeared or currently appear, designs and general intangibles of like nature;

b. All letters patent of the United States, or any other country, and all right, title and interest in all registrations and recordings thereof, including applications, registrations, and recordings in the U.S. Patent and Trademark Office or in any similar office or agency in the U.S., and all States thereof, any country or political subdivision thereof, including those described in Schedule A hereto, and all reissues, continuations, continuations-in-part or extensions thereof, and licenses relating thereto.

c. All copyrights, other proprietary rights, technologies, processes, trade secrets, know-how, computer programs, source codes, software, customer lists, price lists, goodwill, and all applications and registrations relating to any of the foregoing.

2. No Liability. Nothing in this Security Agreement shall be deemed to constitute an assumption or acceptance by Motorola of any obligation of Debtor relating to the Collateral. Debtor hereby confirms that the above grant notwithstanding, Debtor shall remain liable for all liabilities arising under or with respect to the Collateral and shall indemnify and hold Motorola harmless from such liabilities.

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MOTOROLA LEGAL DEPT.

NO. 3375

P. 2/2

P. 03/04

3. Events of Default. The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

a. Default Under the Note. Any default in the prompt and complete payment of any indebtedness evidenced by the Note or performance of any material obligations under the Definitive License Agreement, where such default is not cured within any grace period relating thereto.

b. Bankruptcy. Any insolvency, the making of an assignment for the benefit of creditors or ceasing to do business as a going concern, or any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings under any bankruptcy or other law for the relief of debtors instituted against such party if such is not dismissed within thirty (30) days after instituted.

4. Remedies Upon Default. If any Event of Default shall occur:

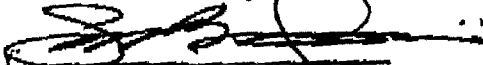
a. Acceleration of Indebtedness. Motorola may declare any or all of the Secured Obligations, or any part thereof, to be immediately due and payable without demand or notice, and may proceed to collection.

b. Foreclosure. With respect to the Collateral, Motorola may exercise all rights and remedies of a secured party under all applicable law including the Uniform Commercial Code, and may also without notice except as provided below sell the Collateral at public or private sale. Debtor agrees that to the extent state law requires notice of such sale, 10 days written notice of the sale shall constitute reasonable notification. Debtor hereby waives any claims it may have against Motorola based on the assertion that the price realized at a private sale was less than the price that might have been realized at a public sale.

c. Application of Proceeds. All cash proceeds received by Motorola from any sale or other disposition of the Collateral shall be applied by Motorola against the Secured Obligations.

5. This Agreement shall be governed by and construed in accordance with the laws of the State Of Illinois.

Collision Avoidance Systems, Inc.

B. 

Name: STUART SMITH

Title: PRESIDENT

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RECORDED: 10/11/2001

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