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01-08-2002

R SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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Tab settings ☐ ☐ ☐ ☐ ☐ ☐

To the Honorable Commissioner of

4 attached original documents or copy thereof.

1. Name of conveying party(ies):

Cennoid Technologies, Inc. 1-2-02

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

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Restated Promissory Note and
Security AgreementExecution Date: November 13, 2001

2. Name and address of receiving party(ies)

Name: Milbank Corporation

Internal Address: _____

Suite 310Street Address: 1 S. Wacker Dr.City: Chicago State: IL ZIP: 60606Additional 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)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura KonrathInternal Address: Winston & Strawn33rd FloorStreet Address: 35 W. WackerCity: Chicago State: IL ZIP: 606016. Total number of applications and patents involved: 47. Total fee (37 CFR 3.41).....\$ 160.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

01/07/2002 TBIAZ1 00000078 5949355

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160.00 UP

3. 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.

Laura Konrath

Name of Person Signing

Signature



Date

11/28/01Total number of pages including cover sheet, attachments, and document: 4Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 012407 FRAME: 0872

Schedule A

Continuation
Item 4

5,949,355
5,896,100
5,684,478
5,594,438

9/7/99
4/20/99
11/4/97
1/14/97

Restated Promissory Note and Security Agreement

\$25,163.86

Chicago, Illinois
November 20, 2001

FOR VALUE RECEIVED, on or before November 13, 2001, the receipt and sufficiency of which are hereby acknowledged, CENNOID TECHNOLOGIES, INC., an Illinois Corporation ("Borrower") unconditionally promises to pay to the order of MILBANK CORPORATION, a Delaware Corporation (the "Lender"), the principal sum of TWENTY FIVE THOUSAND ONE HUNDRED SIXTY THREE AND 86/100 DOLLARS (\$25,163.86) (the "Principal"), together with interest thereon at the rate of 7 % per annum from and after the date hereof (the "Interest"), with Principal and Interest due and payable to Lender in one lump sum payment on January 10, 2002.

This Restated Promissory Note and Security Agreement amends, restates, and replaces that certain Promissory Note dated as of November 14, 1998 in the principal amount of \$28,293.00 payable by the Borrower to the Lender (the "Prior Note"). All amounts outstanding under the Prior Note as of the date hereof shall be deemed to be amounts outstanding hereunder.

As collateral security for the prompt and complete repayment of the Principal and Interest, as well for any other loans, notes, advances, or amounts previously or hereafter made or owed to Lender, its affiliates, or predecessors or successors in interest, the Borrower grants the Lender a security interest in and lien upon all of its property and assets, whether real or personal, tangible or intangible and whether now owned or hereafter acquired, or in which it now has or at any time in the future may acquire any right, title, or interest, and all proceeds and products therefrom, including all of the following property in which Borrower now has or at any time in the future may acquire any right, title or interest: all accounts; all bank and deposit accounts and all funds on deposit therein, all cash and cash equivalents; all commodity contracts; all investments, all investment property, all inventory and equipment; all goods; all chattel paper, documents, and instruments; all books and records; all general intangibles (including all intellectual property, patents, software, sourcecode, all records and data, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, all computer software required to utilize, create, maintain, and process any such records or data on electronic media, all stock, contract rights, and choses in action); and to the extent not otherwise included, all proceeds, and products of all and any of the foregoing, but excluding in all event hazardous waste (all the foregoing, together with any other collateral pledged to the Lender, the "Collateral").

If the Borrower fails to pay Lender the Principal and Interest when due under this Restated Promissory Note and Security Agreement, then the Lender may collect, receive, assemble, process, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, license, assign, give an option or options to purchase or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange at such prices as it may deem best, for cash or on credit or future delivery without assumption of any credit risk. Lender shall have the right upon any such public sale or sale and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of Lender the whole or any part of said Collateral so sold, free of any

right or equity of redemption, which equity of redemption the Borrower hereby releases. Such sales may be adjourned, or continued from time to time with or without notice. Lender shall have the right to conduct such sales on Borrower's premises or elsewhere and shall have the right to use the Borrower's premises without rent or other charge for such sales or other action with respect to the Collateral for such time or times as Lender deems necessary or advisable.

Lender may, if it so elects, seek the appointment of a receiver or keep to take possession of any Collateral and to enforce any of Lender's remedies with respect to such appointment without prior notice or hearing. To the maximum extent permitted by applicable law, Borrower waives all claims, damages, and demands against Lender, its affiliates, agents, and the officers and employees of any of them arising out of repossession, retention or sale of any Collateral except such as are determined in a final judgment by a court of competent jurisdiction to have arisen solely out of gross negligence or willful misconduct of such person. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which the Lender is entitled.

Any payments received by Lender from Borrower shall be first applied to pay in full all outstanding and unpaid Interest and then to the payment of Principal. To the fullest extent permitted by applicable law, Borrower waives: (a) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any obligations under this Restated Promissory Note and Security Agreement; (b) all rights to notice and a hearing prior to Lender's taking possession or control of, or to Lender's replevy, attachment or levy upon, the Collateral or any bond or security that might be required by any court prior to allowing Lender to exercise any of its remedies; and (c) the benefit of all valuation, appraisal and exemption laws.

Borrower acknowledges that this Restated Note and Security Agreement is executed as part of a commercial transaction and that the proceeds of this Note will not be used for any personal or consumer purpose.

BORROWER ACKNOWLEDGES THAT BORROWER HAS WAIVED THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ON THIS RESTATED PROMISSORY NOTE AND SECURITY AGREEMENT. THIS RESTATED PROMISSORY NOTE AND SECURITY AGREEMENT IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS AND NOT, BY APPLICATION OF CHOICE OF LAW PRINCIPALS, THE INTERNAL LAWS OF ANY OTHER STATE.

BORROWER HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE BORROWER AND THE LENDER PERTAINING TO THIS RESTATED PROMISSORY NOTE AND SECURITY AGREEMENT OR ANY MATTER ARISING OUT OF THIS RESTATED PROMISSORY NOTE AND SECURITY AGREEMENT; PROVIDED THAT NOTHING IN THIS RESTATED PROMISSORY NOTE AND SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING LEGAL

ACTION IN ANY OTHER JURISDICTION TO COLLECT THE PRINCIPAL AND INTEREST, TO REALIZE ON THE COLLATERAL OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE LENDER. BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND BORROWER WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. BORROWER WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT ITS ADDRESS BELOW AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF BORROWER'S ACTUAL RECEIPT THEREOF OR FIVE (5) DAYS AFTER DEPOSIT IN THE U.S. MAELS, PROPER POSTAGE PREPAID.

Borrower agrees that whenever possible, this Restated Promissory Note and Security Agreement shall be interpreted in such a manner as to be effective and valid under such applicable law, but if any provision of the Restated Promissory Note and Security Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or other provisions of this Restated Promissory Note and Security Agreement.

The security interest granted herein is granted as security only and shall not subject the Lender to, or in any way alter or modify, any obligation or liability of the Borrower with respect to or arising out of the Collateral.

This Restated Promissory Note and Security Agreement may be executed and delivered in one or more counterparts, each of which, when executed and delivered, is an original but all of which taken together constitute one and the same instrument.

[signature pages follow]

CENNOID TECHNOLOGIES, INC.
9430 Research Blvd.
Echelon IV - Suite 100
Austin, Texas 78759

By: Richard Sullivan, President

Milbank Corporation
~~MER ROUGE PROPERTIES, LLC~~
1 South Wacker Drive
Suite 310
Chicago, Illinois 60606

By: *[Signature]* President

HARRY WRIGHT

CHI:938472.1

** TOTAL PAGE.18 **

FROM 312 558 5700

TO Milbank Corporation 11/20/01 3:03 PM Page 18

PATENT
REEL: 012407 FRAME: 0877

CENNOID TECHNOLOGIES, INC.
9430 Research Blvd.
Echelon IV - Suite 100
Austin, Texas 78759

By: 
Richard Sullivan, President


MER ROUGE PROPERTIES, LLC
1 South Wacker Drive
Suite 310
Chicago, Illinois 60606

By: _____
James Gary, Treasurer

CHI:958472.1

** TOTAL PAGE.18 **

PATENT
REEL: 012407 FRAME: 0878

Schedule A

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