

07-18-2002

U.S. Department of Commerce
Patent and Trademark Office

102159753

To the Honorable Commissioner of Patents and Trademarks, Patent and Trademark Office, Washington, D.C. 20231
ed original document or copy thereof.

1. Name of conveying party(ies):

The Money Suite Company, P.O. Box 5516, Missoula, MT 58906
07/18/02

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Promissory Note

Execution Date: May 3, 2002

2. Name and address of receiving party(ies):

Richard L. Painchaud

Internal Address:

Street Address: 590 Hills Highway

City: Southport

State: Connecticut

Zip: 06490

Additional name(s) & address(es) attached?

☐ Yes ☒ No

4. Application number(s) or registration number(s): 08/906,736; 09/313,293; 60/326,676; 5,655,085; 5,673,402

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

A. Patent Application No.(s) 08/906,736; 09/313,293; 60/326,676

B. Patent No.(s) 5,655,085; 5,673,402

Additional numbers attached? ☐ Yes ☒ No

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

Name: Peter K. Trzyna

Internal Address: P.O. Box 7131

City: CHICAGO State: IL Zip: 60680

6. Total number of applications and patents involved 1

7. Total fee (37 C.F.R. 3.41)----- \$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 50-0235

(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.

Peter K. Trzyna

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 4

07/17/2002 DBYRME 00000089 500235 08906736

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013081 FRAME: 0580



PROMISSORY NOTE

\$66,000.00

May 3, 2002

FOR VALUE RECEIVED, The Money Suite Company (referred to in this note as the "Obligor") promises to pay to the order of Richard L. Painchaud (referred to in this note as the "Holder"), or the Holder's successors and assigns, the principal amount of sixty-six thousand dollars (\$66,000.00), on the terms and conditions set forth below.

Section 1. Interest. Interest will be accrued on the unpaid principal balance of this note from the date set forth above at the rate of 4.75 percent per year, which is equal to the base rate on corporate loans posted by at least seventy-five percent of the nation's thirty largest banks, as published in the Wall Street Journal, effective on December 12, 2001. Interest will be computed on the basis of a 365 day year for the actual number of days elapsed.

Section 2. Terms of payment. The entire principal and interest payable under this note will be due and payable three (3) months from the date the Obligor receives equity injection proceeds of at least two million dollars (\$2,000,000), or the Obligor is acquired by or merged into another Company with a transaction value of at least two million dollars (\$2,000,000), or the Obligor sells intellectual property assets for an aggregate amount of at least two million dollars (\$2,000,000).

Section 3. Prepayment. At the option of the Obligor, all or any portion of the unpaid principal balance and accrued but unpaid interest payable under this note can be prepaid without premium or penalty at any time.

Section 4. Application of payments. All payments made on this note shall be applied first to payment of accrued but unpaid interest, and last towards the unpaid principal balance owed under this note.

Section 5. Place of payments. All payments made on this note shall be made to Richard L. Painchaud, 590 Hulls Highway, Southport, CT 06490 or to such other person and at such other place as the Holder may designate.

Section 6. Waiver of formalities. The Obligor, for itself and for all endorsers, guarantors, and sureties of this note, waives presentment for payment, demand, notice of nonpayment, protest, notice of protest, notice of dishonor, and protest of dishonor, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this note, except as expressly provided for in this note.

Section 7. First lien. Upon formal resolution by the Board of Directors of The Money Suite Company, this promissory note is secured by a first lien on all intellectual property owned by The Money Suite Company and its wholly-owned corporations, which include The Ryan Evalulife Systems, Inc., The Homeowner's Endorsement Plan Inc. and RealTime Capital, Inc.

Such intellectual property includes, but is not limited to, proprietary software and technology, copyrights (in perpetuity and worldwide), trademarks and service marks (including goodwill, and right to sue for past infringements or misuse thereof), patents (issued and pending), patent applications, discoveries, and inventions (including the right to sue for past infringements thereof), trade dress, know-how, trade secrets, proprietary and confidential information, moral rights including those under the Copyright Act, 17 U.S.C. § 106A, and any renewal rights therein.

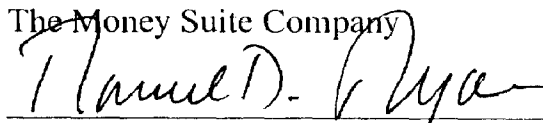
Section 8. Assignment of this note. The Holder may not sell, assign, transfer, pledge, or encumber this note in whole or in part, by giving thirty (30) days prior notice thereof to the Obligor in writing.

Section 10. Successors and assigns. This note is binding on the Obligor and the Obligor's successors and assigns, and will inure to the benefit of the Holder and the Holder's successors and assigns.

Section 11. Time of essence. Time will be of the essence in complying with the terms and conditions of this note.

Section 12. Applicable law. This note will be governed by and construed in accordance with the laws and decisions of the State of Montana.

The Money Suite Company

A handwritten signature in dark ink, appearing to read "Ronald D. Ryan", is written over a horizontal line.

by Ronald D. Ryan, its President/CEO

ASSIGNMENT SCHEDULE

<u>Inventor(s)</u>	<u>Title</u>	<u>Serial/Patent No.</u>
Ronald D. Ryan, Ronald G. Marquart	Computer System for Automated Comparing of Universal Life Insurance Policies Based on Selectable Criteria	Pat No. 5,655,085
Ronald D. Ryan, Ronald G. Marquart, Timothy S. Millwood	Computer System for Producing an Illustration of an Investment Repaying a Mortgage	Pat No. 5,673,402
Ronald D. Ryan, Ronald G. Marquart	Apparatus and Method Using Front End Network Gateways and Search Criteria for Efficient Quoting at a Remote Location	Ser No. 08/906,736
Ronald D. Ryan, Ronald G. Marquart	Computer System For Producing Financial Documentation	Ser No. 09/313,293
Ronald D. Ryan, Ronald G. Marquart	Electronic Insurance Company	Ser No. 60/326,676