

To the Honorable Commissioner of Patents and Trademarks: Please

Documents or copy thereof.

102209685

## 1. Name of conveying party(ies):

BESDINE MANAGEMENT COMPANY

08-28-02

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

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: August , 2002

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

Name: MARINT LIMITED

Internal Address: \_\_\_\_\_

c/o GEORGE G. WEICKHARDT

ROPERS, MAJESKI, KOHN &amp; BENTLEY

Street Address: \_\_\_\_\_

333 Market Street, Suite 3150

City: San Francisco State: CA Zip: 94105

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)

29/089.142 &amp; 09/322.536

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: GEORGE G. WEICKHARDT

Internal Address: \_\_\_\_\_

ROPERS, MAJESKI, KOHN &amp; BENTLEY

Street Address: \_\_\_\_\_

333 Market Street, Suite 3150

City: San Francisco State: CA Zip: 94105

6. Total number of applications and patents involved: ☐ 2

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

- ☒ 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.

GEORGE G. WEICKHARDT

Name of Person Signing

Signature

Aug 19, 2002

Date

Total number of pages including cover sheet, attachments, and documents: ☐ 2

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

OFFICE OF RECORDS  
2002 AUG 28 PM 1:11  
FINANCE SECTION

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Agreement is entered into on July 31, 2002 between Besdine Management Company, a California corporation (referred to as the "DEBTOR"), whose business address is 11400 West Olympic Boulevard, Suite 1530, Los Angeles, California 90064, and Marint Limited, a British Virgin Islands corporation with its headquarters in the Principality of Monaco ("SECURED PARTY").

### RECITALS

A. Prior to the execution of this Agreement, the SECURED PARTY lent the sum of \$3,000,000 in total to two corporations, as follows: \$1,000,000 to Polestar Entertainment ("Polestar"), pursuant to loan agreements dated November 12, 1999 and January 15, 2000, and \$2,000,000 to DEBTOR and Polestar, pursuant to loan agreements dated June 2, 2000 and August 24, 2000. These loans are referred to hereinafter as "the Loans." GLENN H. Tobias ("TOBIAS") owns all the issued and outstanding share capital of the DEBTOR and of Polestar,

B. To induce the SECURED PARTY to refrain from litigation and/or other collection procedures until after August 19, 2002 against Besdine, Polestar and TOBIAS, the DEBTOR has agreed to grant SECURED PARTY a security interest in certain patent rights.

### COVENANTS

1. DEBTOR hereby represents and warrants (1) that DEBTOR is a California corporation in good standing, (2) that DEBTOR was formerly named Tobias Communications, and (3) that DEBTOR owns valuable patent rights over a certain 'Flip Cup' design free and clear of any encumbrances, including but not limited to all rights arising under U.S. Patent Application No. 29/089.142 and U.S. Patent Application No. 09/322.536 ("the Patent Rights").

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05/08 '02 MON 22:17 [TX/RX NO 9052]

FROM : AGM

05-05 '02 17:01 FAX 07707286101

PHONE NO. : 760 202 6601

Aug. 05 2002 06:06PM P2

MARINT MONACO SAM

0006

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2. In consideration of SECURED PARTY's forbearance to sue DEBTOR, Polestar and TOBIAS until after August 19, 2002, DEBTOR grants to SECURED PARTY a continuing first-priority security interest on all of DEBTOR's right, title and interest in the Patent Rights, whether presently existing or hereafter created or acquired, including but not limited to any patents issued on the above described applications. NOTHING IN THIS SECURITY AGREEMENT SHALL RESTRICT, LIMIT OR PROHIBIT SECURED PARTY FROM COMMENCING LITIGATION OR OTHER LEGAL REMEDIES AGAINST DEBTOR, TOBIAS, AND/OR POLESTAR AFTER AUGUST 19, 2002, AND SECURED PARTY SHALL NOT BE REQUIRED TO EXECUTE AGAINST, SELL OR EXHAUST THE SECURITY PROVIDED FOR HEREIN PRIOR TO COMMENCING SAID LITIGATION OR PRIOR TO OBTAINING A JUDGMENT IN SAID LITIGATION AGAINST DEBTOR, TOBIAS, OR POLESTAR.

3. In the event that the DEBTOR, Polestar and/or TOBIAS defaults in the performance of any of the terms of this Agreement, or, on or before August 19, 2002, fails to pay in its or their entirety the principal or interest of the Loans, the SECURED PARTY will have the rights and remedies provided in the California Commercial Code. In this connection, the SECURED PARTY may, on 10 days written notice to the DEBTOR, and without liability for any diminution in price that may have occurred, sell all the Patent Rights in the manner and for the price that the SECURED PARTY <sup>reasonably</sup> may determine. At any bona fide public or private sale the SECURED PARTY will be free to purchase all or any part of the Patent Rights. Out of the proceeds of any such sale the SECURED PARTY may retain an amount equal to the principal and interest then due on the Loans, plus the amount of the expenses of the sale, and will pay any balance of the proceeds of any sale to the DEBTOR. If the proceeds of the sale are insufficient to cover the principal and interest of the loan plus expenses of the sale, the DEBTOR will remain liable to the SECURED PARTY for any deficiency, in accordance with the provisions set forth in Commercial Code Section 9615, PROVIDED, HOWEVER, THAT THE PARTIES

Continued on Page 2 of 2  
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MARINT MONACO SAM

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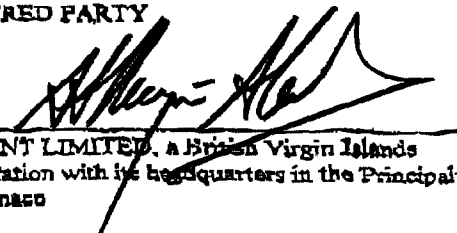
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SPECIFICALLY AGREE THAT SECURED PARTY NEED NOT SELL THE PATENT RIGHTS OR OTHERWISE EXHAUST ITS RIGHTS IN THE SECURITY PRIOR TO COMMENCING LITIGATION OR PRIOR TO OBTAINING A JUDGMENT AGAINST DEBTOR, TOBIAS OR POLESTAR AND THAT SECURED PARTY MAY RETAIN THE SECURITY, IN ITS SOLE DISCRETION, WITHOUT SELLING IT OR OTHERWISE DISPOSING OF IT UNTIL AFTER IT HAS OBTAINED A JUDGMENT AGAINST DEBTOR, POLESTAR OR TOBIAS. SECURED PARTY MAY ALSO, IF IN ITS SOLE DISCRETION IT DETERMINES THAT THE PATENT RIGHTS ARE WITHOUT SUBSTANTIAL VALUE, RETURN THE SECURITY TO DEBTOR WITHOUT ANY OFFSET WHATSOEVER TO ANY SUM DUE ON THE LOANS.

4. This Intellectual Property Security Agreement is without prejudice to any rights SECURED PARTY may have with respect to any other Agreement between MARINT LIMITED on the one hand, and BESDINE, POLESTAR and TOBIAS, on the other.

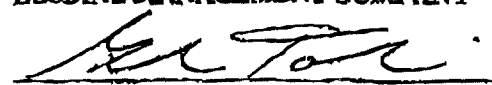
Dated: 8/5/02

SECURED PARTY

  
MARINT LIMITED, a British Virgin Islands corporation with its headquarters in the Principality of Monaco

Dated: 8/5/02

BESDINE MANAGEMENT COMPANY

x   
GLENN H. Tobias, for and on behalf of Besdine Management Company

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MARINT MONACO SAM

PATENT  
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REEL: 013234 FRAME: 0238

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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B. To induce the SECURED PARTY to refrain from litigation and/or other collection procedures until after August 19, 2002 against Besdine, Polestar and TOBIAS, the DEBTOR has agreed to grant SECURED PARTY a security interest in certain patent rights.

### COVENANTS

1. DEBTOR hereby represents and warrants (1) that DEBTOR is a California corporation in good standing, (2) that DEBTOR was formerly named Tobias Communications, and (3) that DEBTOR owns valuable patent rights over a certain 'Flip Cup' design free and clear of any encumbrances, including but not limited to all rights arising under U.S. Patent Application No. 29/089.142 and U.S. Patent Application No. 09/322.536 ("the Patent Rights").

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MARINT MONACO SAN

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MARINT MONACO SAM

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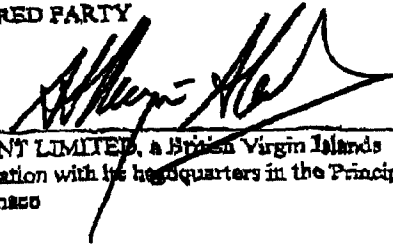
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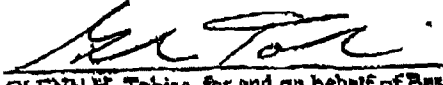
Dated: 8/5/02

SECURED PARTY

  
MARINT LIMITED, a British Virgin Islands corporation with its headquarters in the Principality of Monaco

Dated: 8/5/02

BESDINE MANAGEMENT COMPANY

X   
GLENN H. Tobias, for and on behalf of Besdine Management Company

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MARINT MONACO SAM

TOTAL PATENT 100000

REEL: 013234 FRAME: 0241

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3. In the event that the DEBTOR, Polestar and/or TOBIAS defaults in the performance of any of the terms of this Agreement, or, on or before August 19, 2002, fails to pay in its or their entirety the principal or interest of the Loans, the SECURED PARTY will have the rights and remedies provided in the California Commercial Code. In this connection, the SECURED PARTY may, on 10 days written notice to the DEBTOR, and without liability for any diminution in price that may have occurred, sell all the Patent Rights in the manner and for the price that the SECURED PARTY <sup>reasonably</sup> determine. At any bona fide public or private sale the SECURED PARTY will be free to purchase all or any part of the Patent Rights. Out of the proceeds of any such sale the SECURED PARTY may retain an amount equal to the principal and interest then due on the Loans, plus the amount of the expenses of the sale, and will pay any balance of the proceeds of any sale to the DEBTOR. If the proceeds of the sale are insufficient to cover the principal and interest of the loan plus expenses of the sale, the DEBTOR will remain liable to the SECURED PARTY for any deficiency, in accordance with the provisions set forth in Commercial Code Section 9615, PROVIDED, HOWEVER, THAT THE PARTIES

Crabtree, William W. [william@crabtree.net](mailto:william@crabtree.net) 8-marchy Apr 17 2002 04:09

05/08 '02 MON 22:17 [TX/RX NO. 9052]

FROM : AGM

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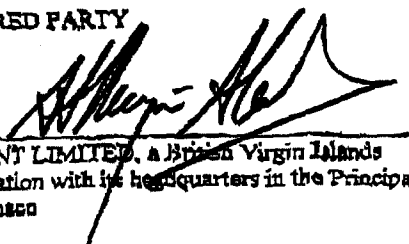
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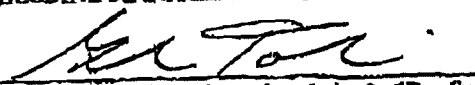
Dated: 8/5/02

SECURED PARTY

  
MARINT LIMITED, a British Virgin Islands corporation with its headquarters in the Principality of Monaco

Dated: 8/5/02

BESDINE MANAGEMENT COMPANY

X   
GLENN H. Tobias, for and on behalf of Besdine Management Company

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PATENT  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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MARINT MONACO SAN

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2. In consideration of SECURED PARTY's forbearance to sue DEBTOR, Polestar and TOBIAS until after August 19, 2002, DEBTOR grants to SECURED PARTY a continuing first-priority security interest on all of DEBTOR's right, title and interest in the Patent Rights, whether presently existing or hereafter created or acquired, including but not limited to any patents issued on the above described applications. NOTHING IN THIS SECURITY AGREEMENT SHALL RESTRICT, LIMIT OR PROHIBIT SECURED PARTY FROM COMMENCING LITIGATION OR OTHER LEGAL REMEDIES AGAINST DEBTOR, TOBIAS, AND/OR POLESTAR AFTER AUGUST 19, 2002, AND SECURED PARTY SHALL NOT BE REQUIRED TO EXECUTE AGAINST, SELL OR EXHAUST THE SECURITY PROVIDED FOR HEREIN PRIOR TO COMMENCING SAID LITIGATION OR PRIOR TO OBTAINING A JUDGMENT IN SAID LITIGATION AGAINST DEBTOR, TOBIAS, OR POLESTAR.

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MARINT MONACO SAN

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Dated: 8/5/02

**BESDINE MANAGEMENT COMPANY**

GLENN H. Tobias, for and on behalf of Baseline  
Management Company

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05/08 '02 MON 22:17. [TX/RX NO 80521

# PATENT

**RECORDED: 08/28/2002**

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