

12-10-2002

Docket No.: 456048-01

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102305845

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OFFICE OF PUBLIC RECORDS

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

1. Name of conveying party(ies):
Infopia, Inc.

FINANCE SECTION

12-4-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **November 27, 2002**

2. Name and address of receiving party(ies)

Name: **Aspen Grove Capital Partners, L.P.**

Internal Address:

Street Address: **2975 West Executive Parkway, Suite 200**

City: **Lehi**

State: **UT**

ZIP: **84043**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

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

A. Patent Application No.(s)

09/633,050

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Carolyn Peters**

Internal Address: **c/o Dorsey & Whitney LLP**

12/09/2002 TDI A21 00000207 09633050

01 FC:8021

40.00 DP

Street Address: **170 South Main Street, Suite 900**

City: **Salt Lake City**

State: **UT**

ZIP: **84101**

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ **40.00**

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

04-1415

(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.

Carolyn Peters

Name of Person Signing

Carolyn Peters

Signature

December 4, 2002

Date

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

4

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT (this "*Agreement*") is dated as of November 27, 2002 from Infopia, Inc., a Utah corporation ("*Debtor*") to Aspen Grove Capital Partners I, L.P., a Delaware limited partnership ("*Secured Party*").

WHEREAS, Debtor owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Debtor and Secured Party have entered into those certain Convertible Promissory Note dated November 27, 2002 (the "*Note*");

WHEREAS, pursuant to (i) the Security Agreement dated as of November 27, 2002 (as amended and/or supplemented from time to time, the "*Security Agreement*") between Debtor and Secured Party (in such capacity, together with its successors in such capacity, the "*Grantee*") and (ii) certain other collateral documents (including this Patent Security Agreement), Debtor has granted and/or is granting to the Grantee a continuing security interest in personal property of Debtor, including all right, title and interest of Debtor in, to and under the Patent Collateral (as defined below), to secure Debtor's Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor grants to the Grantee, to secure Debtor's Secured Obligations, a continuing security interest in all of Debtor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "*Patent Collateral*"), whether now owned or existing or hereafter acquired or arising:

(I) EACH PATENT (AS DEFINED IN THE SECURITY AGREEMENT) OWNED BY DEBTOR, INCLUDING, WITHOUT LIMITATION, EACH PATENT REFERRED TO IN SCHEDULE 1 HERETO; AND

(II) ALL PROCEEDS OF AND REVENUES FROM THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ALL PROCEEDS OF AND REVENUES FROM ANY CLAIM BY DEBTOR AGAINST THIRD PARTIES FOR PAST, PRESENT OR FUTURE INFRINGEMENT OF ANY PATENT OWNED BY DEBTOR.

Debtor irrevocably constitutes and appoints the Grantee and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Debtor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Debtor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except in the ordinary course of business or to the extent expressly permitted in the Security Agreement, the Note, or any other applicable document, Debtor agrees not to sell,

license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by Debtor to the Grantee pursuant to the Security Agreement. Debtor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

INFOPIA, INC.

By:

Bjorn Espenes

Its:

Chief Executive Officer

STATE OF Utah)

COUNTY OF Salt Lake)

ss:

I, Janet G. Vise, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Bjorn Espenes of Infopia, Inc., a Utah corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chief Executive Officer, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

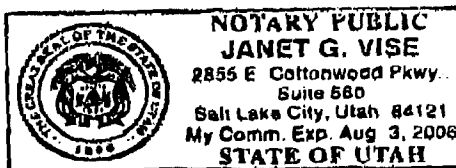
GIVEN under my hand and Notarial Seal this 27 day of November, 2002.

[Seal]

Janet G. Vise

Signature of notary public

My Commission expires 8/3/06



**SCHEDULE 1
TO PATENT SECURITY AGREEMENT**

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
None		

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
Method and System for Automated Online Selling	09/633,050	08/04/2000

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
None			

FOREIGN PATENTS PENDING

<u>Title</u>	<u>Country</u>	<u>App. No.</u>	<u>Filing Date</u>
Method and System for Automatic Online Selling	PCT	PCT/US01/24419	08/03/2001

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **Infopia, Inc.**

Docket No.

456048-1Serial No.
See AttachmentFiling Date
See AttachmentExaminer
N/AGroup Art Unit
N/AInvention: **See Schedule 1 to Patent Security Agreement**

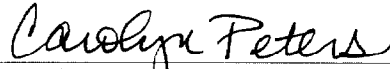
I hereby certify that this **Patent Recordation Cover Sheet, Patent Security Agreement, Return Card, \$40 Check**
(Identify type of correspondence)

is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under
37 CFR 1.10 in an envelope addressed to: The Commissioner of Patents and Trademarks, Washington, D.C.

20231-0001 on **December 4, 2002**
(Date)

Carolyn Peters

(Typed or Printed Name of Person Mailing Correspondence)



(Signature of Person Mailing Correspondence)

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