

02-19-2003

102246186

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET PATENTS ONLY



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

1. Name of conveying party(ies): ZeaVision, LLC 2-17-03 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Dennis Gierhart Internal Address: Street Address: 16923 Pacland Ridge Drive City: Chesterfield State: MO Zip: 63005 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: July 1, 2002

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) 10/173,174 B. Patent No.(s) 5,308,759; 5,827,652; 5,427,783; 5,854,015; 5,747,544 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ronald N. Compton Internal Address: Street Address: 8909 Ladue Road City: St. Louis State: MO Zip: 63124

6. Total number of applications and patents involved: 6 7. Total fee (37 CFR 3.41) \$ 200.00 Enclosed Authorized to be charged to deposit account for any additional charges 8. Deposit account number: 500543 (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. Dennis Gierhart Name of Person Signing Signature Date 2/7/03

02/14/2003 DBYRNE 00000138 10173174 01 FC:8021

200.00 Total number of pages including cover sheet, attachments, and documents: 9 Documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231



102246186

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

1. Name of conveying party(ies):

Zeavision, LLC

10-7-02

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 1, 2002

2. Name and address of receiving party(ies)

Name: Dennis Gierhart

Internal Address:

Street Address: 16923 Pacland Ridge Drive

City: Chesterfield State: MO Zip: 63005

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:

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10/173,174

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6. Total number of applications and patents involved: 6

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

Enclosed

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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.

Dennis Gierhart

Name of Person Signing

Signature

9/11/2002

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

OFFICE OF PATENT RECORDS  
2002 OCT -7 PM 2:14  
FINANCE SECTION

10/09/2002 TDIAZ1 00000079 10173174

01 FC:581

40.00

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made and entered into to be effective as of the 1st day of July, 2002, by and between ZEAVISION, LLC, a Delaware limited liability company, having its principal place of business at 400 S. Woods Mill Road, Chesterfield, Missouri 63017 (hereinafter called "Debtor") and DENNIS GIERHART, an individual, having his residence at 16923 Pacland Ridge Drive, Chesterfield, Missouri 63005 (hereinafter called "Secured Party").

WITNESSETH:

WHEREAS, Debtor is liable for Three Million Four Hundred Thousand Dollars (\$3,400,000.00) now owing to Secured Party pursuant to a demand Promissory Note of even date herewith; and

WHEREAS, Debtor has agreed to grant a security interest in all of Debtor's assets to Secured Party as security for the repayment of the Obligation.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Security Interest and Collateral. To secure the payment and performance of the sum of Two Million Two Hundred Fifty Thousand Dollars (\$3,400,000.00) pursuant to the Promissory Note executed by Debtor of even date herewith (herein referred to as the "Obligation"), Debtor hereby grants Secured Party a continuing and irrevocable security interest and general lien (herein called the "Security Interest") in and to all of the following property, rights, title and interest of Debtor:

(a) All of Debtor's right, title and interest, including all U.S. and foreign rights, in the following patents and all reissuance or divisional application thereof: U.S. Patent Nos. 5,308,759; 5,427,783; 5,747,544; 5,827,652; and 5,854,015, and U.S. Application No. 10/173,174, and any inventory of the patented products. The rights and property described in this Section 1(a) are referred to herein collectively as the "Patent Collateral". Said Security Interest will be reflected as a lien on the title of the Debtor's interest in the Patent Collateral.

(b) All accounts, accounts receivable, other receivables, leases and lease payments, contract rights, chattel paper, instruments and documents and notes; any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor to receive any performance or any payments in money or kind; all guaranties of the foregoing and insurance policies and proceeds relating thereto, and all rights of Debtor as an unpaid seller of goods and services, including, but not limited to, the rights to stoppage in transit, replevin, reclamation and resale; and all of the foregoing whether now owned or existing or hereafter created or acquired or arising. The rights and property described in this Section 1(b) are referred to herein collectively as the "Accounts Collateral".

The Patent Collateral, Accounts Collateral, Inventory Collateral, Equipment Collateral and General Intangibles Collateral are collectively referred to herein as the "Collateral".

2. Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is a Delaware limited liability company in good standing.

(b) Debtor's chief place of business is located at the address of Debtor shown at the beginning of this Agreement. Debtor's records concerning the Collateral are kept at Debtor's chief place of business.

3. Additional Representations, Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor has absolute title to each item of Collateral free and clear of all security interests, liens and encumbrances, and will defend the Collateral against all claims or demands of all persons other than Secured Party. Debtor will not sell or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party except that Debtor may sell any of the patented products produced in the ordinary course of business to its usual customers (not in bulk).

(b) This Agreement has been duly and validly authorized by all necessary action, and the party executing this Agreement has authority to act for the Debtor.

(c) Debtor will not permit any Collateral to be located in any state (and, if county filing is required, in any county) in which a financing statement covering such Collateral is required to be, but has not in fact been, filed in order to perfect the Security Interest.

(d) Debtor will:

(i) pay all renewal fees on the Patent Collateral to keep the patents in force;

(ii) promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest;

(iii) keep all Collateral free and clear of all security interests, liens and encumbrances except the Security Interest;

(iv) during business hours and upon forty-eight (48) hours notice, permit the Secured Party or its representatives to examine or inspect any records concerning the Collateral, wherever located;

(v) promptly notify Secured Party of any infringement or claim concerning the validity of the Patent Collateral or the General Intangibles Collateral;

(vi) affirmatively prohibit infringement by instituting litigation wherever reasonably necessary and will preserve the validity and enforceability of the patents which are part of the Patent Collateral;

(vii) from time to time execute such assignments of the Patent Collateral for filing with the United States Patent Office, financing statements, continuation statements and other documents as Secured Party may reasonably require in order to perfect and continue the perfection of the Security Interest;

(viii) not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance; and

If Debtor at any time fails to perform or observe any agreement contained in this section, and if such failure shall continue for a period of seven (7) calendar days after Secured Party gives Debtor written notice thereof, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure and correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens or encumbrances, the performance of obligations under contracts or agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of use of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all monies expended and all costs and expenses incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions.

4. Default. In the event that Debtor shall fail to perform any of the terms of this Agreement or to pay and perform the Obligation, Secured Party may upon seven (7) days' notice in writing to Debtor by certified mail and failure of Debtor to cure such default, exercise any one or more of the following rights and remedies:

(a) declare the Obligation to be immediately due and payable;

(b) exercise and enforce any or all rights and remedies available to a secured party upon default under the Uniform Commercial Code; and

(c) exercise or enforce any or all other rights or remedies available to Secured Party by law or agreement against the Collateral, against Debtor or against any other person or property.

5. Other Personal Property. Unless at the time Secured Party takes possession of any tangible Collateral, or within seven (7) days thereafter, Debtor gives written notice to Secured Party of the existence of any goods, papers or other property of Debtor, not affixed to or constituting a part of such Collateral, but which are located or found upon or within such Collateral, and said notice describes such property, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge that it was located or to be found upon or within such Collateral.

6. Recordation of Security Interest. In addition to all other filings which may be necessary or reasonably required by Secured Party in order to perfect and continue the perfection of the Security Interest, the parties agree that this Security Agreement shall be recorded with the United States Patent and Trademark Office to reflect the assignment herein and the position of the Secured Party as having a perfected first security interest in the Patent Collateral.

7. Miscellaneous.

(a) This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only expressly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies.

(b) All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

(c) All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records.

(d) This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party's acceptance hereof. This Agreement shall be governed by the laws of the State of Missouri.

(e) If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not effect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provisions or application had never been contained herein or prescribed hereby.

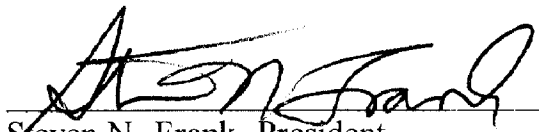
(f) All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

DEBTOR:

ZEAVISION, LLC

By:

  
\_\_\_\_\_  
Steven N. Frank, President

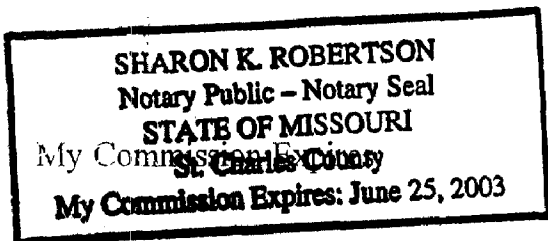
SECURED PARTY:

  
\_\_\_\_\_  
DENNIS GIERHART

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

I, Sharon K. Robertson, a Notary Public, do hereby certify that on the 11<sup>th</sup> day of September, 2002, personally appeared before me Steven N. Frank, President of ZeaVision, LLC, a Delaware limited liability company, and being first duly sworn by me, acknowledged that he signed the foregoing document on behalf of said company in the capacity therein set forth, by authority of the Board of Managers of said company, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.



Sharon K. Robertson  
Notary Public

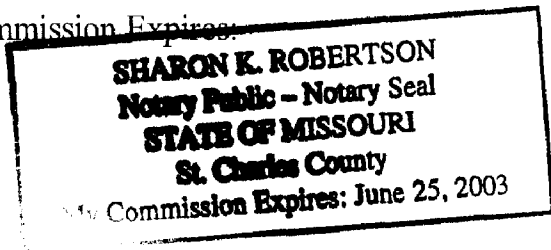
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

I, Sharon K. Robertson, a Notary Public, do hereby certify that on the 11<sup>th</sup> day of September, 2002, personally appeared before me Dennis Gierhart, known to me to be the person who executed the within document, and stated that the facts and matters contained in the foregoing document are true and correct to the best of his personal knowledge, information and belief, and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Sharon K. Robertson  
Notary Public

My Commission Expires:



299584 J



# SUMMERS, COMPTON, WELLS & HAMBURG

PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

8909 LADUE ROAD

ST. LOUIS, MISSOURI 63124

(314) 991-4999

FAX: (314) 991-2413

WWW.SCWH.COM

ROBERT F. SUMMERS  
RONALD N. COMPTON  
RICHARD H. ULRICH  
STEPHEN L. WELLS  
STEVEN M. HAMBURG\*  
MICHAEL M. SAYERS  
DAVID A. SOSNE\*  
SUSAN Z. GAMBLE  
MICHAEL W. NEWPORT\*  
CAROL STANTON FIALA\*  
BRIAN K. RULL\*

BONNIE L. CLAIR\*  
JILL R. REMBUSCH\*  
ELIZABETH A. MURPHY  
HOLLY M. MCINTYRE  
BRIAN J. LAFLAMME  
CHRISTINA LENIHAN-KLUK

OF COUNSEL:

KAPPEL, NEILL, & WOLFF, L.L.C.

PAMELA D. PERDUE

G. LANE ROBERTS, JR.

JAMES P. GAMBLE, L.L.C.

\*ALSO LICENSED IN ILLINOIS

February 12, 2003

**VIA EXPRESS MAIL NO. EI775414084US**

U.S. Patent and Trademark Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231


**Re: Document ID No. 102246186**

Dear Sir/Madam:

Pursuant to the enclosed Notice of Non-Recordation of Document, I am resubmitting the original of the documents previously submitted for recording, together with a new Recordation Form Cover Sheet and our check in the amount of \$200.00 for the additional filing fee. If any additional fees are required, please charge our deposit account number 500543.

Thank you.

Sincerely,



Ronald N. Compton  
Registration No. 25,843

RNC:sr  
Enclosures

**PATENT  
REEL: 013751 FRAME: 0331**



JANUARY 15, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and  
Director of the United States Patent and Trademark Office  
Washington, DC 20231  
www.uspto.gov

RONALD N. COMPTON  
8909 LADUE ROAD  
ST. LOUIS, MO 63124



\*102246186A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 102246186

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. INSUFFICIENT FEE SUBMITTED, AUTHORIZATION TO CHARGE NOT GRANTED. ADDITIONAL FEE REQUIRED IS \$200 .

STEVEN POST, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS