

Form **P10-1595** (Rev. 10/02) **RECORDATION FORM COVER SHEET PATENTS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  
 OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):  
Level 8 Systems, Inc.

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Release of Patent Security Interest

Execution Date: 07/09/2003

2. Name and address of receiving party(ies)  
 Name: Skybitz, Inc.  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 45365 Vintage Park Plaza  
Suite 210  
 City: Dulles State: VA Zip: 20166

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) \_\_\_\_\_  
 \_\_\_\_\_

B. Patent No.(s) 5955986;6169514;  
6094162;6154171

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Judy Fowler  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 45365 Vintage Park Plaza  
Suite 210  
 City: Dulles State: VA Zip: 20166

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41).....\$ 160.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
03-3115

**DO NOT USE THIS SPACE**

9. Signature.  
Andrew Wood 7-24-03  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 23

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

CH \$160.00 033115 5955986

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**Registrant/Applicant:** Eagle Eye Technologies, Inc.  
**Patents:** See Attached Exhibit A

**TERMINATION OF PATENT SECURITY INTEREST**

WHEREAS, Skybitz, Inc. (f/k/a Eagle Eye, Inc.), a Delaware corporation and successor-in-interest to Eagle Eye Technologies, Inc., having its principal offices at 45365 Vintage Park Plaza, Suite 210, Dulles, Virginia 20166, has adopted, used or had an intent-to-use the patents listed in the attached **Exhibit A**, now registered or in the process of registration in the United States Patent and Trademark Office; and

WHEREAS, pursuant to that certain Settlement Agreement (the "Settlement Agreement") dated October 1, 2001 by and between Eagle Eye, Inc. ("Borrower") and Level 8 Systems, Inc. ("Lender") Borrower issued three (3) Commercial Promissory Notes (the "Notes") to Lender which were secured by the assets of the Company, including its patents (the "Security Interest");

WHEREAS, in order to evidence the Security Interest over the Borrower's patents, Borrower and Lender entered into that certain Security Agreement dated October 1, 2001 (the "Security Agreement"), a true and correct copy of which was recorded by the United States Patent and Trademark Office on December 21, 2001, at Reel 012376, Frame 0852;

WHEREAS, Section 2.3.3 of the Settlement Agreement states that once Borrower has complied in all material respects with the terms of the settlement documents, including payment in full of the Notes the Security Agreement shall terminate and the Security Interest created thereunder shall be released; and

WHEREAS, Borrower has satisfied its obligations to Lender as set forth in the Settlement Agreement and Security Agreement, as evidenced by copies of the three (3) Notes by Borrower in favor of Lender evidencing indebtedness in the original principal amounts of \$89,375.20, \$335,186.71 and \$91,145.01 referenced in the Security Agreement and marked by the Lender as "paid and cancelled" as of 7-19-2002, attached hereto as **Exhibit B**.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by the attached **Exhibit B**, Borrower hereby:

1. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to release and reassign to Skybitz, Inc. any and all liens, security interests, right, title and interest of Lender pursuant to the Security Agreement in the patents which are described more fully on **Exhibit A**, without recourse or representation or warranty, express or implied; and

2. authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, the undersigned Borrower's successor-in-interest has executed this Termination of Patent Security Interest as of this 24<sup>th</sup> day of July, 2003.

SKYBITZ, INC.

By:   
Name: Andrew L Wood  
Title: CEO

**Exhibit A**  
**U.S. PATENTS**

Patent Description	Patent or Serial No.	Date of Patent or Serial No.
Low-power satellite-based geopositioning system	5,955,986	September 21, 1999
Low-power satellite-based geopositioning system	6,169,514	January 2, 2001
Low-power satellite-based geopositioning system	6,094,162	July 25, 2000
Low-power satellite-based geopositioning system	6,154,171	November 28, 2000