

03-19-2003

Form PTO-1595
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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102393694

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

KHAM SIN TECHNOLOGIES, LLC

3-17-03

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other

Execution Date: 02/05/03

2. Name and address of receiving party(ies)

Name: JOSHUA L. HARMON

Internal Address: HARMON & SHINN, CHTD.

4089 INDUSTRIAL ROAD

LAS VEGAS, NV 89103

Street Address: 4089 INDUSTRIAL RD.

City: LAS VEGAS State: NV Zip: 89103

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) 09/434,782

09/434,780

B. Patent No.(s) 6,091,025

Additional numbers attached? ☒ Yes ☐ No

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

Name: JOSHUA L. HARMON

Internal Address: HARMON & SHINN, CHTD.

4089 INDUSTRIAL ROAD

LAS VEGAS, NV 89103

Street Address: 4089 INDUSTRIAL ROAD

City: LAS VEGAS State: NV Zip: 89103

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

JOSHUA L. HARMON

Name of Person Signing

Signature

3-10-03

Date

Total number of pages including cover sheet, attachments, and documents: 14

03/18/2003 LUELLER 00000157 09434782

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400.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013845 FRAME: 0860

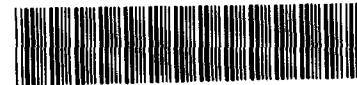
Continuation to Item 4

A. Patent Application No.(s):

B. Patent No.(s):

09/201,445
09/256,326
09/383,500
09/510,462
WO 99/07002
WO 99/28361
WO 00/04661

0304560864

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) JOSHUA L. HARMON 702-733-0036	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) JOSHUA L. HARMON 4089 INDUSTRIAL ROAD LAS VEGAS, NV 89103	

FILED
SACRAMENTO, CA
FEB 10, 2003 AT 1700
KEVIN SHELLEY
SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME KHAM SIN TECHNOLOGIES, LIMITED LIABILITY COMPANY					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1060 OLD TAYLOR STREET			CITY VISTA	STATE CA	POSTAL CODE 92084
1d. TAX ID #: SSN OR EIN 94-3291815			1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION NEVADA	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN			2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME HARMON & SHINN, CHARTERED					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 4089 INDUSTRIAL ROAD			CITY LAS VEGAS	STATE NV	POSTAL CODE 89103
					COUNTRY U.S.A

4. This FINANCING STATEMENT covers the following collateral:

UNITED STATES PATENT NO. 6,091,025, ISSUED 7/18/00
 UNITED STATES PATENT APPLICATION SERIAL NO. 09/434,782, FILED 11/5/99
 UNITED STATES PATENT APPLICATION SERIAL NO. 09/434,780, FILED 11/5/99
 UNITED STATES PATENT APPLICATION SERIAL NO. 09/201,445, FILED 11/30/98
 UNITED STATES PATENT APPLICATION SERIAL NO. 09/256,326, FILED 2/23/99
 UNITED STATES PATENT APPLICATION SERIAL NO. 09/383,500, FILED 8/25/99
 UNITED STATES PATENT APPLICATION SERIAL NO. 09/510,462, FILED 2/22/00
 PCT PATENT APPLICATION SERIAL NO. WO 99/07002, FILED 7/29/98
 PCT PATENT APPLICATION SERIAL NO. WO 99/28361, FILED 11/30/99
 PCT PATENT APPLICATION SERIAL NO. WO 00/04661, FILED 2/22/00

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)			7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) (ADDITIONAL FEE)		All Debtors	Debtor 1
8. OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

PATENT
REEL: 013845 FRAME: 0862

LIEN AGREEMENT

This LIEN AGREEMENT is made and entered into on January 9, 2003, by and between KHAM SIN ("DEBTOR"), of 1060 Old Taylor St., Vista, CA 92084, and Harmon & Shinn, Chtd., ("SECURED PARTY"), of Las Vegas, NV.

1. LIEN INTEREST:

In order to secure the payment of the Debt described below and the obligations of this Lien Agreement, Debtor gives Secured Party a lien interest of \$36,727.29 in the following Collateral under California Commercial Code.

2. COLLATERAL:

A lien on the following properties:

United States Patent No. 6,091,025, issued 7/18/00, entitled "Electrically Optimized Hybrid "Last Mile" Telecommunications Cable System", and patents claiming priority thereto; and

United States Patent Application Serial No. 09/434,782, filed 11/5/99, entitled "Electrically Optimized Hybrid "Last Mile" Telecommunications Cable System", and patents issuing thereon and claiming priority thereto; and

United States Patent Application Serial No. 09/434,780, filed 11/5/99, entitled "Electrically Optimized Hybrid "Last Mile" Telecommunications Cable System", and patents issuing thereon and claiming priority thereto; and

United States Patent Application Serial No. 09/201,445, filed 11/30/98, entitled "Method and Software for a User Interface Device for Use with a "Last Mile" Telecommunications Cable System Including a Wireless Port", and patents issuing thereon and patents claiming priority thereto; and

United States Patent Application Serial No. 09/256,326, filed 2/23/99, entitled "User Interface Device Including HDTV for a "Last Mile" Telecommunications System", and patents issuing thereon and patents claiming priority thereto; and

United States Patent Application Serial No. 09/383,500, filed 8/25/99, entitled "Super-Ring Architecture and Method to Support High Bandwidth Digital "Last Mile" Telecommunications Systems for Unlimited Video Addressability in Hub/Star Local Loop Architecture", and patents issuing thereon and patents claiming priority thereto; and

United States Patent Application Serial No. 09/510,462, filed 2/22/00, entitled "Architecture and Method for High Bandwidth Data Transmission in a "Last Mile" Telecommunications System", and patents issuing thereon and patents claiming priority thereto; and

PCT Patent Application Serial No. WO 99/07002, filed 7/29/98, entitled "Electrically Optimized Hybrid "Last Mile" Telecommunications Cable System", and patents issuing thereon and claiming priority thereto; and

PCT Patent Application Serial No. WO 99/28361, filed 11/30/99, entitled "Method and Software for a User Interface Device for Use with a "Last Mile" Telecommunications Cable System Including a Wireless Port", and patents issuing thereon and patents claiming priority thereto; and

PCT Patent Application Serial No. WO 00/04661, filed 2/22/00, entitled "Architecture and Method for High Bandwidth Data Transmission in a "Last Mile" Telecommunications System", and patents issuing thereon and patents claiming priority thereto.

3. DEBT

The Debt consists of unpaid fees for legal services provided by Secured Party to Debtor. The current amount of the Debt is \$36,727.29, including interest.

In the event Debtor satisfies the obligations and pays Secured Party in full, a total of 100% of the aforementioned lien interest shall revert from Secured Party to Debtor.

4. AFTER-ACQUIRED PROPERTY AND PROCEEDS:

The Collateral includes: all proceeds, increases, substitutions, replacements, additions, improvements and accessories to the Collateral and all proceeds from insurance on the Collateral. This provision shall not be construed to mean that Debtor is authorized to sell, lease, or dispose of the Collateral without the consent of Secured Party.

5. FUTURE ADVANCES AND OTHER DEBTS:

The debt includes: any renewals or extensions of the Note; any amounts advanced by Secured Party to protect its security interests in the Collateral; any future amounts advanced by Secured Party at its option to Debtor; and any and all other liabilities of Debtor to Secured Party, now existing or later incurred, matured or unmatured, direct or contingent.

6. OWNERSHIP OF COLLATERAL:

Debtor represents that it is the owner of the Collateral. Except for the lien interest created by this Lien Agreement, Debtor represents that the Collateral is free from any lien, security interest, encumbrance, or claim. The Debtor warrants and represents that there are no restrictions on the



transfer of the Collateral, and that the Debtor has the right to transfer the Collateral free of any encumbrances.

7. SALE OR ENCUMBRANCE OF COLLATERAL:

Debtor will not, without the prior written consent of Secured Party, sell, contract to sell, lease, encumber, or dispose of the Collateral or any interest therein until this Lien Agreement and all debts secured thereby have been fully satisfied.

8. TIME OF PERFORMANCE AND WAIVER:

In performing any act under this Lien Agreement and the Note secured thereby, time shall be of the essence. Secured Party's acceptance of a partial or delinquent payment, or the failure of Secured Party to exercise any right or remedy shall not be a waiver of any obligation of Debtor or right of Secured Party or constitute a waiver of any other similar default subsequently occurring. A waiver will be valid only if it is in writing and signed by Secured Party.

9. DEFAULT:

Debtor shall be in default under this Lien Agreement on the happening of any of the following events or conditions:

- (a) If Debtor commences proceedings for bankruptcy, insolvency, readjustment of debt or liquidation under any statute of the federal government or any state government or if Debtor is adjudged bankrupt or insolvent under any law or statute or if Debtor applies for, or any action indicates its approval of, consent to, or acquiescence in, the appointment of a trustee or receiver for the whole, or any substantial portion of its assets or if a trustee or receiver (other than an ex parte trustee or receiver) is appointed for the whole or any substantial portion of its assets.
- (b) Default in the payment or performance of any obligation, covenant, or liability contained or referred to in this Lien Agreement.
- (c) Any warranty, representation, or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished.
- (d) The making of any levy or attachment of the Collateral.

10. REMEDIES:

Upon the occurrence of any such event of default, and at any time thereafter, Secured Party may declare all obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies provided by the California Commercial Code as well as other rights and remedies either at law or in equity possessed by the Secured Party.

11. SURVIVAL OF REPRESENTATIONS AND WARRANTIES:

Debtor's representations and warranties made in this Agreement will survive its execution, delivery, and termination.

12. ASSIGNMENT:

This Agreement will bind and benefit the successors and assignees of the parties, but Debtor may not assign its rights under this Agreement without the prior written consent of the Secured Party.

13. GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California.

14. ENTIRE AGREEMENT:

This Agreement is the entire agreement and supersedes any prior agreement or understandings, between Debtor and Secured party relating to the subject matter hereof.

15. FURTHER ASSURANCES:

Debtor agrees to execute any and all documents necessary or required to effectuate the transactions contemplated by this Agreement.

16. ATTORNEY'S FEES:

In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses.

IN WITNESS WHEREOF, AND WITH INTENT TO BE BOUND, Debtor has executed this Agreement as of the date first written above.

Debtor:

Khamsin Technologies, LLC

By

John A. Taylor, Gen. Mgr.
John A. Taylor
General Manager
Khamsin Technologies, LLC

February 5, 2003
date



A.
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