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U.S. DEPARTMENT OF COMMERCE  
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26681-001

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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:

Steele Racing Enterprises, Inc.,  
trading as Steele TechnologiesAdditional name of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Amendment to Assignment For Security

Execution Date: May 16, 2003

## 2. Name and address of receiving party:

Name: Thomas Stout and Nancy Stout

Address: 675 Longboat Club Road, #26A

City: Longboat Key State: FL Zip: 34228

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 data of the application is: \_\_\_\_\_

A. Patent Application No.(s)

10/278,132

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: James G. Gatto

Internal Address: Mintz Levin Cohn Ferris Glovsky and  
Popeo PC

Street Address: 12010 Sunset Hills Road, Suite 900

City: Reston State: VA Zip: 20190

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

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

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-0311

(Attach duplicate copy of this page if paying by deposit account)

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## 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.*

Sean L. Ingram, Reg No. 48,283

Name of Person Signing

Signature

May 23, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT &amp; TRADEMARK OFFICE

5/28/2003 LMUELLER 00000101 10278132

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PATENT  
REEL: 014101 FRAME: 0931

# AMENDMENT TO ASSIGNMENT FOR SECURITY

## PATENTS

WHEREAS, Steele Racing Enterprises, Inc., a Delaware corporation, trading as Steele Technologies (the "Assignor"), holds all right, title and interest in the patent applications listed on the annexed Schedules 1 and 2, which are pending in the United States Patent and Trademark Office (the "Patent Applications");

WHEREAS, the Assignor previously entered into a Security Agreement with Thomas Stout, dated April 15, 2003, pursuant to which an Assignment for Security was filed with the United States Patent and Trademark Office on April 24, 2003;

WHEREAS, the Security Agreement dated April 15, 2003 was amended pursuant to an Amended and Restated Security Agreement, dated April 25, 2003, and a Second Amended and Restated Security Agreement, dated May 9, 2003 (collectively the "Security Agreement"), in favor of Thomas Stout and Nancy Stout (the "Assignees");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignees and granted to the Assignees a continuing security interest in all right, title and interest of the Assignor in, to and under the Patent Applications and all revenue derived therefrom including, without limitation, all license or royalty fees; the proceeds of any infringement suits or settlements or any other payments for past, present or future infringements of the Patents; sale of the Patents; or any other revenue derived from the Patents, throughout the world, to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement, as amended);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignees a continuing security interest in the Patent Applications to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May \_\_, 2003.

ASSIGNOR:

STEELE RACING ENTERPRISES, INC.

By: Robert C. Steele  
Name:  
Title: President / CEO

STATE OF Virginia ss.:  
COUNTY OF Fairfax

On this 16 day of May 2003, before me personally came Robert Steele to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President / CEO of each of Steele Racing Enterprises, Inc., and that he executed the foregoing instrument in the name Steele Racing Enterprises, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of each said firm for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Judith Shiffith  
Notary Public  
My Commission Expires: 7-31-07

(SEAL)

SCHEDULE 2 TO ASSIGNMENT FOR SECURITY

Patents and Patent Applications

Title: MULTIMEDIA RACING EXPERIENCE SYSTEM

Inventor: Robert C. Steele

Filing Date: October 22, 2002

Assignee: Steele Technologies