



06-02-2003

Form PTO-1595  
(Rev. 10/02)

RECO

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

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼

102461952

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

1. Name of conveying party(ies):

6-2-03 1-15-03  
Boundless Technologies, Inc.

2. Name and address of receiving party(ies)

Name: Valtec Capital Corporation

Internal Address: \_\_\_\_\_

c/o Jerry W. Slusser

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other UCC Financing Statement

Street Address: \_\_\_\_\_

8425 Woodfield Crossing

City: Indianapolis State: IN Zip: 46240

Execution Date: December 4, 2002

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) 5,455,492

Additional numbers attached? ☒ Yes ☐ No

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

Name: Jeffrey M. Gallant

Internal Address: c/o Graubard Miller

Street Address: 600 Third Avenue

City: New York State: NY Zip: 10016

6. Total number of applications and patents involved: 21

7. Total fee (37 CFR 3.41).....\$ 840.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

01/21/2003 DBYRNE 00000158 5455492

DO NOT USE THIS SPACE

01 FC:802

9. Signature.

840.00 DP

Joseph Gardner, CFO

Name of Person Signing

Signature

1-02-03

Date

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

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

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 014108 FRAME: 0307

# Schedule A

## Patents

| <u>U.S. Patent No.</u> | <u>Date Issued</u> |
|------------------------|--------------------|
| 4,611,202              | 09/09/86           |
| 4,639,891              | 01/27/87           |
| 4,654,650              | 03/31/87           |
| D289,761               | 05/12/87           |
| D314,563               | 02/12/91           |
| D316,547               | 04/30/91           |
| 4,864,197              | 09/05/89           |
| D311,378               | 10/30/90           |
| 4,962,378              | 10/09/90           |
| 5,012,232              | 04/30/91           |
| D314,952               | 02/26/91           |
| D320,010               | 09/17/91           |
| 1,059,279              | 11/21/89           |
| 5,062,059              | 10/29/91           |
| 5,021,712              | 06/04/91           |
| 5,037,050              | 08/06/91           |
| 5,145,434              | 09/08/92           |
| D337,104               | 07/06/93           |
| D330,017               | 10/06/92           |
| 5,165,020              | 11/17/92           |
| 5,455,492              | 10/03/95           |

## **Boundless Technologies and Boundless Manufacturing**

All of the following property now owned or at any time hereafter acquired by the Debtors (capitalized terms not defined herein shall have the meanings ascribed to them under the Uniform Commercial Code as from time to time in effect in the State of New York):

(a) all (i) Accounts, and any and all other receivables (whether or not specifically listed on schedules furnished to the Debtors), including, without limitation, all accounts created by, or arising from, all of the Debtors' sales, leases, rentals of goods or renditions of services to their respective customers, including, but not limited to, those accounts arising under any of the Debtors' trade names or styles, or through any of the Debtors' divisions; (ii) any and all Instruments, Documents, Chattel Paper (including electronic Chattel Paper); (iii) unpaid seller's or lessor's rights (including rescission, replevin, reclamation, repossession and stoppage in transit) relating to the foregoing or arising therefrom; (iv) rights to any goods represented by any of the foregoing, including rights to returned, reclaimed or repossessed goods; (v) reserves and credit balances arising in connection with or pursuant hereto; (vi) Guarantees, Supporting Obligations, Payment Intangibles and Letter of Credit Rights; (vii) except for the rights of Independence Community Bank, JPMorgan Chase Bank, Silicon Valley Bank and National Bank of Canada and any lessors of any leased equipment, insurance policies or rights relating to any of the foregoing; (viii) general intangibles pertaining to any and all of the foregoing (including all rights to payment, including those arising in connection with bank and non-bank credit cards), and including books and records and any electronic media and software thereto; (i) notes, deposits or property of account debtors securing the obligations of any such account debtors to the Debtors or any one of them; and (ix) Cash and Non-Cash Proceeds of any and all of the foregoing;

(b) each of the Debtors' present and hereafter acquired Inventory and including, without limitation, all merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same in all stages of production from raw materials through work-in-process to finished goods - and all proceeds thereof of whatever sort;

(c) United States and foreign patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations in-part of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under any of the foregoing with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively referred to as the "Patents");

(d) United States and foreign copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations, copyright applications, copyright recordings, designs, styles, marks, prints and labels bearing any of the foregoing, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or

payable under any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively referred to as the "Copyrights");

(e) United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule B attached hereto and made a part hereof or of any of the foregoing (collectively referred to as the "Trademarks");

(f) any license, reissue or renewal agreement in which each Debtor is or becomes licensed to use a Patent, Copyright, Trademark or the know-how of any other person including, without limitation, the license agreements listed on Schedules A and B attached hereto and made a part hereof (all the foregoing are referred to as the "Licenses");

(g) the goodwill of each Debtor's business connected with the use of and symbolized by the Trademarks;

(h) all present and hereafter acquired General Intangibles, and shall include, without limitation, all present and future right, title and interest in and to the foregoing and all Cash and Non-Cash Proceeds thereof: (i) all of each of the Debtors' present and hereafter acquired Trademarks; (ii) all the Debtors' present and hereafter acquired Patents; (iii) all of each of the Debtors' Copyrights; (iv) trade secrets; (v) all of each of the Debtors' Licenses; (vi) all applications with respect to the foregoing; (vii) all right, title and interest in and to any and all extensions and renewals; (viii) goodwill with respect to any of the foregoing; (ix) any other forms of similar intellectual property; and (x) all customer lists, distribution agreements, supply agreements, blueprints, indemnification rights and tax refunds, together with all monies and claims for monies now or hereafter due and payable in connection with any of the foregoing or otherwise, and all cash and non-cash proceeds thereof, including, without limitation, the proceeds or royalties of any licensing agreements between any Debtor and any licensee and of any such Debtor's General Intangibles;

(i) all of each of the Debtors' present and future Documents, and any and all warehouse receipts, bills of lading, shipping documents, chattel paper, instruments and similar documents, all whether negotiable or not and all goods and Inventory relating thereto and all Cash and Non-Cash Proceeds of the foregoing;

(j) all of each of the Debtors' now owned and hereafter acquired lockbox, blocked account and any other deposit accounts maintained with any bank or financial institutions into which the proceeds of the foregoing are or may be deposited; all other deposit accounts and all Investment Property; all cash and other monies and property in the possession or control of Debtors; all books, records, ledger cards, disks and related data processing software at any time evidencing or containing information relating to any of the foregoing or otherwise necessary or helpful in the collection thereof or realization thereon, all Letter of Credit Rights and all claims

of the Debtors in tort ("Commercial Tort Claims"); and all Cash and Non-Cash Proceeds of the foregoing of each of the Debtors;

(k) all of each Debtor's present and hereafter acquired Equipment including, without limitation, all machinery, equipment, and furnishings, and all additions, substitutions and replacements thereof, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto and all proceeds thereof of whatever sort;

(l) all rights under all contracts or agreements to which the each of the Debtors is a party (other than contracts or agreements which by their terms expressly prohibit the granting of a lien thereon); and

(m) subject to the rights of Independence Community Bank, JPMorgan Chase Bank, Silicon Valley Bank and National Bank of Canada in fixtures, all proceeds of any and all of the foregoing (including, without limitation, all Proceeds that constitute property of the types described in clauses (a) through (q) above) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), any Commercial Tort Claims, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

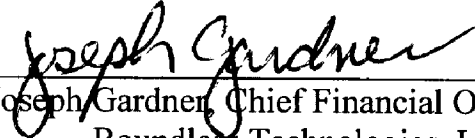
The security interest referred to herein is subject and subordinate to any security interest in such collateral granted to The CIT Group/Business Credit, Inc. ("CIT"), as set forth in that certain Intercreditor and Subordination Agreement dated December 2, 2002 among CIT, the Secured Party, the Debtor and certain affiliates of the Debtors.

The security interest referred to herein is subject to the rights of Independence Community Bank, JP Morgan Chase Bank, Silicon Valley Bank and National Bank of Canada to the extent any of the foregoing has heretofore been granted a security interest by the Debtor(s) in any of such collateral.

## OFFICER'S CERTIFICATE

I, Joseph Gardner, Chief Financial Officer of Boundless Technologies, Inc. and Boundless Manufacturing Services, Inc., a party to the UCC-1 Financing Statement between Boundless Technologies, Inc. and Boundless Manufacturing Services, Inc. as debtors and Valtec Capital Corporation as secured party ("Financing Statement"), hereby certify, under penalty of perjury under the laws of the United States, that the attached reproduction of the Financing Statement is a true copy of the originally signed UCC-1 Financing Statement.

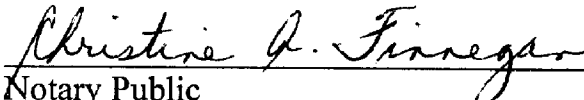
Date: 1-02, 2003

  
Joseph Gardner, Chief Financial Officer of  
Boundless Technologies, Inc. and  
Boundless Manufacturing Services,  
Inc.

## CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK                     )  
  :SS.:  
COUNTY OF SUFFOLK                 )

On the 1<sup>st</sup> day of January, 2003, before me personally came Joseph Garnder, to me known, who being by me duly sworn, did depose and say that he is the Chief Financial Officer of Boundless Technologies, Inc. and of Boundless Manufacturing Services, Inc., the corporations described in the Officer's Certificate, and that he signed his name thereto and acknowledged that he executed same.

  
Notary Public

CHRISTINE A. FINNEGAN  
Notary Public, State of New York  
No. 4733233  
Qualified in Suffolk County  
Commission Expires June 30, 2003

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

|  |  |
|--|--|
| A. NAME & PHONE OF CONTACT AT FILER [optional]<br>Mr. Jeffrey M. Gallant   |  |
| B. SEND ACKNOWLEDGMENT TO: (Name and Address)<br><br>Mr. Jeffrey M. Gallant<br>Graubard Miller<br>600 Third Avenue<br>New York, New York 10016 |  |

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 12:48 PM 12/04/2002  
INITIAL FILING NUM: 2302772 3  
AMENDMENT NUMBER: 0000000  
SRV: 020743321

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<br>Boundless Technologies, Inc. |                                   |   |  |  |                      |
| OR  | 1b. INDIVIDUAL'S LAST NAME        |   | FIRST NAME                                   | MIDDLE NAME  | SUFFIX               |
| 1c. MAILING ADDRESS<br>100 Marcus Boulevard             |                                   |   | CITY<br>Hauppauge                            | STATE<br>NY  | POSTAL CODE<br>11788 |
|   |                                   |   |  |  | COUNTRY<br>USA       |
| 1d. SEE INSTRUCTIONS                                    | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION<br>Corporation | 1f. JURISDICTION OF ORGANIZATION<br>Delaware | 1g. ORGANIZATIONAL ID #, if any<br>0700021 <input 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<br>Boundless Manufacturing Services, Inc. |                                   |   |  |   |                      |
| OR  | 2b. INDIVIDUAL'S LAST NAME        |   | FIRST NAME                                   | MIDDLE NAME   | SUFFIX               |
| 2c. MAILING ADDRESS<br>100 Marcus Boulevard                       |                                   |   | CITY<br>Hauppauge                            | STATE<br>NY   | POSTAL CODE<br>11788 |
|   |                                   |   |  |   | COUNTRY<br>USA       |
| 2d. SEE INSTRUCTIONS  | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION<br>Corporation | 2f. JURISDICTION OF ORGANIZATION<br>Delaware | 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<br>Valtec Capital Corporation |                            |  |                      |             |                      |
| OR  | 3b. INDIVIDUAL'S LAST NAME |  | FIRST NAME           | MIDDLE NAME | SUFFIX               |
| 3c. MAILING ADDRESS<br>8425 Woodfield Crossing        |                            |  | CITY<br>Indianapolis | STATE<br>IN | POSTAL CODE<br>46240 |
|   |                            |  |                      |             | COUNTRY<br>USA       |

## 4. This FINANCING STATEMENT covers the following collateral:

See attached Exhibit A

|   |               |                     |  |              |                               |                |
|---|---------------|---------------------|--|--------------|-------------------------------|----------------|
| 5. ALTERNATIVE DESIGNATION (if applicable):   | LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOB  | SELLER/BUYER | AG. LIEN                      | NON-UCC FILING |
| 6. This FINANCING STATEMENT is to be filed (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 Debtor 2 |                |
| 8. OPTIONAL FILER REFERENCE DATA  |               |                     |  |              |                               |                |

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

**Schedule B****Trademark Registrations**

| <u>Mark</u>            | <u>Registration Number</u> | <u>Serial Number</u> | <u>Date</u> |
|------------------------|----------------------------|----------------------|-------------|
| Mentor Pro             | 2366312                    | 75763805             | 07/29/99    |
| Boundless Technologies | 2081733                    | 75172245             | 07/22/97    |
| Boundless Technologies | 2081736                    | 75172425             | 07/22/97    |
| Boundless              | 2109993                    | 75137642             | 10/28/97    |
| BESI                   | 2055688                    | 74437626             | 04/22/97    |
| MENTOR                 | 1255139                    | 73286270             | 10/25/83    |
| ADDS                   | 1230865                    | 73243335             | 03/15/83    |

**Trademark Applications**

| <u>Mark</u>                           | <u>Application Number</u> | <u>Date</u> |
|---------------------------------------|---------------------------|-------------|
| CONSUL                                | 76148231                  | 10/17/00    |
| CAPIO II                              | 75942620                  | 03/13/00    |
| CAPIO II by Boundless<br>Technologies | 75942779                  | 03/13/00    |
| LITTLEFOOT                            | 75463345                  | 3/31/98     |
| PERSISTENT PORTAL                     | 75873357                  | 2/15/99     |
| REGENT                                | 75752181                  | 07/15/99    |