


Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET PATENTS ONLY		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): Panamersa Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Allan Cohan</u> Internal Address: _____ Street Address: <u>18151 N.E. 31st Court</u> <u>Apartment #1202</u> City: <u>Aventura</u> State: <u>Florida</u> Zip: <u>33160</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>October 18, 2002</u>			4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): _____ B. Patent No.(s): <u>5,653,872</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Burton A. Amernick</u> <u>CONNOLLY BOVE LODGE & HUTZ LLP</u> Internal Address: <u>Atty. Dkt.: 20269-00011-US</u> Street Address: <u>1990 M Street, N.W., Suite 800</u> City: <u>Washington</u> State: <u>DC</u> Zip: <u>20036-3425</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>22-0185</u> (Attach duplicate copy of this page if paying by deposit account)		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Burton A. Amernick - 24,852</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>March 11, 2004</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: <u>5</u> </div>					

CH \$40.00 220185 5653872

PATENT SECURITY AGREEMENT

Patent security agreement made October 18, 2002 between PANAMERSA CORPORATION [hereinafter "Panamersa"], a Florida corporation whose address is 1963 10th Avenue North, Lake Worth, FL 33461 ("grantor"), and ALLAN COHAN [hereinafter "Cohan"], whose address is Apartment #1202, 18151 N.E. 31st Court, Aventura, FL 33160 ("grantee").

RECITALS

A. Grantor desires to grant and grantee desires to obtain a lien and security interest on the patent collateral (as defined below) as security for the performance by grantor of its obligations to grantee contained in an Agreement for Assignment of Patent Rights of even date herewith

B. Grantee desires to have grantee's lien and security interest in the patent collateral confirmed by a document identifying that security interest and in such form as may be recorded in the United States Patent and Trademark Office.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

ARTICLE ONE ASSIGNMENT

In consideration of \$10.00 and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged by grantor, and to secure the above-described obligations, grantor does now collaterally assign and grant to grantee a lien and security interest in:

A. All of grantor's right, title and interest in and to (i) the United States Letters Patent and the inventions described and claimed in the same set forth on the attached Schedule A and any future and foreign patents (collectively, the "patents"); (ii) any reissue, extension, division, modification, or continuation of the Patents (such reissues, extensions, divisions, modifications and continuations referred to collectively in this agreement as the "reissued patents"); (iii) all future royalties or other fees paid or payment or payments made or to be made to grantor in respect to the patents; and (iv) proceeds of any and all of the foregoing (the patents, reissued patents, and royalties and proceeds referred to collectively in this agreement as the "patent rights"); and

B. All rights, interests, claims, and demands that grantor has or may have in existing and future profits and damages for past and future infringements of the patent rights (such rights, interest, claims, and demands referred to in this agreement as the "claims") (the patent rights and claims collectively referred to as the "patent collateral").

ARTICLE TWO GRANTOR'S WARRANTY

Grantor warrants and represents to grantee that:

A. Grantor is the true and lawful, exclusive owner of the patent rights set forth on Schedule A, including all rights and interests granted in this agreement;

- B. The patent collateral is valid and enforceable;
- C. Grantor has full power and authority to execute and deliver this agreement;
- D. Grantor has no notice of any suits or actions commenced or threatened against grantor, or notice of claims asserted or threatened against grantor, with reference to the patent rights and the interests granted in this agreement; and
- E. The patent rights and all interests granted in this agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

ARTICLE THREE GRANTOR'S FURTHER COVENANTS

Grantor further covenants that, until all of the above-described obligations have been satisfied in full, grantor will:

- A. Not directly or indirectly, through its officers, directors, stockholders, employees, or their families or associates, take any action or enter into any agreement(s) including, but not limited, to license agreements, sales or assignments which are inconsistent with grantor's undertakings and covenants under this patent security agreement, or which restrict or impair grantee's rights under this agreement; and
- B. Maintain the patent collateral in full force and effect, including promptly making claims and bringing appropriate enforcement action whenever it appears the patent rights are being infringed. Grantor will promptly notify grantee of each and every instance in which it appears the patent rights are being infringed and of the steps taken and to be taken to enforce the patent rights.

ARTICLE FOUR USE OF PATENT RIGHTS; LICENSES

So long as this patent security agreement is in effect and so long as grantor has not received notice from grantee that an event of default has occurred under the Agreement for Assignment of Patent Rights or under this Patent Security Agreement and that grantee has elected to exercise its rights under this agreement, grantor shall continue to have the exclusive right to use the patent rights and grant licenses with respect to the same as described in this patent security agreement provided such licenses are the result of bona fide arm's length negotiations with unrelated third parties and prohibit further sublicenses. Grantee shall have no right to use the patent rights or issue any exclusive or nonexclusive license with respect to the same, or assign, pledge, or otherwise transfer any interest in the patent rights to any other person.

ARTICLE FIVE RESTRICTIONS ON SALE OR FURTHER ENCUMBRANCE

Grantor shall not sell, assign or further encumber grantor's rights and interests in the patent collateral without prior written consent of grantee.



ARTICLE SIX GRANTEE'S RIGHTS ON DEFAULT

If an event of default shall occur under the Agreement for Assignment of Patent Rights or under this Patent Security Agreement grantee, as the holder of a security interest under the Uniform Commercial Code as now or later in effect in any applicable jurisdiction, or otherwise, may take such action as is permitted by law or equity, in grantee's sole discretion, to foreclose on or otherwise realize on the patent collateral covered by this agreement. For those purposes, grantor authorizes and empowers grantee to make, constitute, and appoint any officer or agent of grantee as grantee may select in grantee's sole discretion, as grantor's true and lawful attorney-in-fact with the power to endorse grantor's name on and file of record, all assignments, applications, documents, papers, and instruments, whether signed by grantor or by grantee on grantor's behalf, necessary for grantee or its transferee, successors, or assigns, to obtain title to and the right to use the patent collateral or to grant or issue any exclusive or nonexclusive license under the patent collateral to any other person or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the patent collateral to any other person or to enforce the patent collateral. Grantor ratifies all that attorney shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney shall be irrevocable for the life of this patent security agreement.

ARTICLE SEVEN FEES, COSTS AND EXPENSES

Any and all fees, costs, and expenses, including reasonable attorney fees and expenses incurred by grantee in connection with the preparation, modification, enforcement, or termination of this patent security agreement and all other documents relating to this agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes resulting from this transaction) in public offices, and any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the patent collateral, shall be paid by grantor on demand by grantee and, until paid, shall be added to the above-described obligations.

ARTICLE EIGHT SUIT TO ENFORCE PATENT COLLATERAL

Grantor shall have the right to bring suit in grantor's own name to enforce the patent collateral.

ARTICLE NINE MODIFICATION; WAIVER

No modification or waiver of any provisions set forth in this patent security agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

**ARTICLE TEN
EXPENSES INCURRED IN PROTECTING PATENT COLLATERAL**

If grantor fails to comply with any of grantor's covenants under this agreement, grantee may, at grantee's sole option, do so in grantee's name, but at grantor's expense. Grantor agrees to reimburse grantee in full for all expenses, including reasonable attorney fees, incurred by grantee in protecting, defending, enforcing, and maintaining the patent collateral.

**ARTICLE ELEVEN
TERMINATION OF GRANTEE'S INTERESTS IN PATENT COLLATERAL**

On full and unconditional satisfaction of all grantor's obligations to grantee, grantee shall execute and deliver to grantor all documents reasonably necessary to terminate grantee's interests in the patent collateral.

**ARTICLE TWELVE
RECORDATION OF AGREEMENT**

this patent security agreement shall be recorded in the United States Patent and Trademark Office.

**ARTICLE THIRTEEN
PARTIES BOUND**

This agreement shall be binding on grantor, its officers, directors, stockholders and employees, grantor's successors and assigns, and shall inure to the benefit of grantee, his heirs, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties have executed this agreement this 18 day of October, 2002.


ALLAN COHAN

PANAMERSA CORPORATION
by 
KURT FREITER, its president

