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Form PTO-1595 (Adapted)	U.S. DEPARTMENT OF COMMERCE				
7-17-00	Patent & Trademark Office TION FORM COVER SHEET				
	ENTS ONLY				
	Please record the attached original documents or copy thereof.				
1, Name of conveying party(ies): Ablaise Limited	Name and Address of receiving party(ies):				
	Name: General Inventions Institute A, Inc.				
Additional name(s) of conveying party(ies) attached?	Address: P.O. Box 71, Road Town				
3. Nature of conveyance:	City: Tortola				
Assignment Merger Security Agreement Change of Name Other <u>Acknowledgement of Intellectual Property</u>	State: British Virgin Islands				
Other <u>Acknowledgement of Intellectual Property</u> <u>Collateral Lien</u>	Zip:				
Execution date(s) of each conveying party: July 19, 2004	dditional name(s) & address(es) attached? 🔲 Yes 🛛 No				
4(a). Patent Application No.(s): 09/920,803; 10/223,467	Patent No.(s): 6,295,530				
If this document is being filed together with a new application,	, the execution date of the application is:				
Additional numbers	attached? 🗖 Yes 🔲 No				
 Name and address of party to whom correspondence concerning this document should be mailed: 	6. Total number of applications and patents involved: 3				
Name: John S. Pratt	7. Total fee (37 CFR 3.41) \$ <u>120.00</u>				
Address: KILPATRICK STOCKTON LLP 1100 Peachtree Street					
Suite 2800 Atlanta, Georgia 30309-4530	Authorized to be charged to deposit account: <u>11-0855</u>				
DO NOT U	SE THIS SPACE				
8. Statement and signature.					
To the best of my knowledge and belief, the foregoing int true copy of the original document.	formation is true and correct, and any attached copy is a				
I certify that this correspondence is being deposited with envelope addressed to: Mail Stop Assignments, Director Alexandria, VA_22313-1450, on the date given below.	the United States Postal Service as first class mail in an of the U.S. Patent & Trademark Office, P.O. Box 1450,				
Valbhav P. Kadaba Valha	P. Jale Date: July 19, 2004				
	gnature Total number of pages including				
Attorney Docket No. L9090/298720	cover sheet: g_{0}				
Mail documents to be recorded with required cover sheet inform	nation to: Director of the U.S. Patent & Trademark Office Mailstop Assignment Recordation Services P.O. Box 1450 Alexandria, VA 22313-1450				

ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

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This Acknowledgement of Intellectual Property Collateral Lien (this "Acknowledgement") is dated as of July 19, 2004, by Ablaise Limited (the "Grantor"), in favor of General Inventions Institute A, Inc., a British Virgin Islands corporation (the "Secured Party").

RECITALS

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, between Grantor and the Secured Party (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Loan Agreement"), the Secured Party, as Lender under the Loan Agreement, has agreed to provide certain Loans to the Grantor, upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor granted to the Secured Party certain liens on the Collateral to secure the Loans made under the Loan Agreement; and

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, the Grantor is required to execute and deliver this Acknowledgment in favor of the Secured Party.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Secured Party to enter into the Loan Agreement and to make the Loans to the Grantor thereunder, the Grantor hereby agrees with the Secured Party as follows:

Section 1. <u>Defined Terms</u>. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Agreement shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

Section 2. <u>Reaffirmation of Grant of Security Interest in Intellectual</u> <u>Property Collateral</u>. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Loans of the Grantor, hereby reaffirms its grant to the Secured Party, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Secured Party, and grants to the Secured Party a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor, whether presently existing or hereafter created or acquired: (i) the Company's ownership interest in the United States patents and patent applications described on <u>Schedule I</u> hereto, together with all United States patent rights claiming priority to the patents or applications listed therein (the "**Patents**");

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(ii) all rights under or interests in any license agreements or contracts with any other Person in which the Company is the licensor and that relate to the Patents, including all income, royalties and payments now or hereafter due under such license agreements or contracts;

(iii) any Claim, including commercial tort claims, by the Company against other Persons for past or present infringement or dilution of the Patents;

(iv) any future commercial tort claims with respect to the future infringement or dilution of the Patents; and

(v) all proceeds of any of the foregoing, including, without limitation, proceeds from the settlement of any commercial tort claims.

Section 3. <u>Acknowledgement</u>. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized offer as of the date first set forth above.

ABLAISE LIMITED, a British corporation By: Name: Andrew Ritchie Title: Director

PATENT REEL: 014863 FRAME: 0633

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SCHEDULE I

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ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN PATENT REGISTRATIONS

				Descriptive Title		APP NO		APP DATE
2149	Р	101	GB	Format Identifier	In Force	95 09 828.1	2 300 991 B	15 May 1995
2149	Р	101	US	Format Identifier	In Force	08/647,769	6,295,530	15 May 1996
2149	Р	102	US	Different Functions	Pending	09/920,803	-	03 August 2001
2149	Р	103	US	User history changes	Pending	10/223,467		20 August 2002
				content				