

02-03-2004

Form PTO-1595 (Rev. 03/01)

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

OMB No. 0651-0027 (exp. 5/31/2002)

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Tab settings

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

1. Name of conveying party(ies):

Aura Communications, Inc.

1.30.04

2. Name and address of receiving party(ies)

Name: Duchossois Technology Partners, LLC

Internal Address:

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 01/21/2004

845 Larch Avenue Street Address:

City: Elmhurst State: IL Zip: 60126

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)

SEE ATTACHED SCHEDULE A

B. Patent No.(s)

SEE ATTACHED SCHEDULE B

Additional numbers attached?  Yes  No

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

Name: Tammy S. Settle

VEDDER PRICE KAUFMAN & Internal Address: KAMMHOLZ

Street Address: 222 North LaSalle Street

Suite 2400

City: Chicago State: IL Zip: 60601

6. Total number of applications and patents involved: 14

7. Total fee (37 CFR 3.41) \$ 560.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: Charge any deficiencies or credit any overpayment to:

22-0259

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

DO NOT USE THIS SPACE

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.

Tammy S. Settle

Name of Person Signing

Signature: Tammy S. Settle

Signature

Date: Jan 27 2004

Date

02/03/2004 DBYRNE

00000036 220259 09881645

Total number of pages including cover sheet, attachments, and documents: 11

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

AMENDMENT TO AND REAFFIRMATION OF PATENT AND LICENSE  
SECURITY AGREEMENT

AURA Communications, Inc. and Duchossois Technology Partners, Inc.

PATENT APPLICATIONS  
SCHEDULE A

| <b>APPLICATION NO.</b> |
|------------------------|
| 09/881,645             |
| 09/950,285             |
| 09/993,328             |
| 10/004,989             |
| 10/100,229             |
| 10/224,621             |
| 60/448,560             |
| 60/452,045             |
| 10/413,434             |
| 60/470,723             |
|                        |
|                        |

AMENDMENT TO AND REAFFIRMATION OF PATENT AND LICENSE  
SECURITY AGREEMENT  
AURA Communications, Inc. and Duchossois Technology Partners, Inc.  
PATENT REGISTRATIONS  
SCHEDULE B

| PATENT NO. |
|------------|
| 5,912,925  |
| 5,771,438  |
| 5,982,764  |
| 6,459,882  |
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**FIRST AMENDMENT TO AND REAFFIRMATION OF PATENT AND LICENSE  
SECURITY AGREEMENT**

**THIS FIRST AMENDMENT TO AND REAFFIRMATION OF PATENT AND LICENSE SECURITY AGREEMENT** (this "Amendment") is entered into as of the 21st day of January, 2004, by and between AURA COMMUNICATIONS, INC., a Massachusetts corporation (the "Company"), and DUCHOSSOIS TECHNOLOGY PARTNERS, L.L.C., a Delaware limited liability company, as agent ("Agent") on behalf of the lenders (together with their successors and assigns, the "Lenders") party to the Purchase Agreement (as defined below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Note and Warrant Purchase Agreement dated as of June 11, 2003, as amended and restated by that certain Amended and Restated Note and Warrant Purchase Agreement of even date herewith (as may be further amended, restated or otherwise modified from time to time, the "Purchase Agreement"), by and among the Company, Agent and the Lenders, the Company and Agent entered into that certain Patent and License Security Agreement dated as of June 11, 2003 (the "Agreement"); and

**WHEREAS**, in connection with additional loans made by the Lenders under the Purchase Agreement on the date hereof, the parties hereto now desire to amend the Agreement to reflect the changes set forth below.

**NOW, THEREFORE**, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms that are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement. The first recital of the Agreement is hereby amended and restated in its entirety to read as follows:

"WHEREAS, the Company, Lenders and Agent have entered into that certain Amended and Restated Note and Warrant Purchase Agreement dated as of January 21, 2004 (as may be further amended, restated or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which, among other things, the Company has granted to Agent, on behalf of the Lenders, a security interest in substantially all of its assets to secure the Company's prompt and complete payment, performance and/or observance of all of the Company's obligations and liabilities under or in connection with the Purchase Agreement and

the other Transaction Documents (as defined in the Purchase Agreement) (collectively, the "Obligations"); and"

3. Fees and Expenses. The Company agrees to pay on demand all costs and expenses of or incurred by Agent (including, but not limited to, reasonable legal fees and expenses) in connection with the evaluation, negotiation, preparation, execution and delivery of this Amendment.

4. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

5. Continuing Effect. Except as otherwise specifically set forth herein, the provisions of the Agreement shall remain in full force and effect. The Company hereby reaffirms its grant of the security interest in the Collateral, as amended hereby.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature page of this Amendment executed and transmitted via facsimile shall be deemed an original for all purposes.

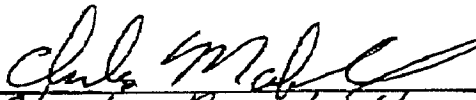
[SIGNATURE PAGE FOLLOWS]

*First Amendment to and Reaffirmation of Patent and License Security Agreement Signature Page*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to and Reaffirmation of Patent and License Security Agreement as of the date first above written.

**COMPANY:**

AURA COMMUNICATIONS, INC.

By:   
Name: Charles Marshall  
Title: Treasurer

**AGENT:**

DUCHOSSOIS TECHNOLOGY PARTNERS,  
L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*First Amendment to and Reaffirmation of Patent and License Security Agreement Signature  
Page*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Amendment to and Reaffirmation of Patent and License Security Agreement as of the date first above written.

**COMPANY:**

AURA COMMUNICATIONS, INC.

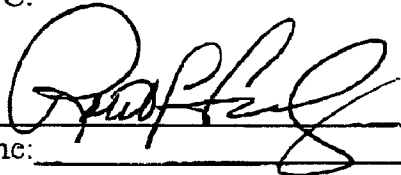
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

DUCHOSSOIS TECHNOLOGY PARTNERS,  
L.L.C.

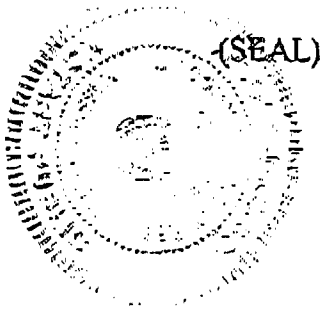
By:  \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF Massachusetts )  
COUNTY OF Walden ) SS

The foregoing First Amendment to and Reaffirmation of Patent and License Security Agreement was executed and acknowledged before me this 21<sup>st</sup> day of January, 2004, by Charles Marshall, personally known to me to be the Treasurer of Aura Communications, Inc., a Massachusetts corporation, on behalf of such entity.



Notary Public [Signature]  
My commission expires 10-23-08



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

The foregoing First Amendment to and Reaffirmation of Patent and License Security Agreement was executed and acknowledged before me this 21<sup>st</sup> day of January, 2004, by Robert L. Fealy, personally known to me to be the COO of Duchossois TECnology Partners, L.L.C., as Agent on behalf of itself and certain Lenders.

(SEAL)

Notary Public *Carol Tancredi*  
My commission expires 9-10-07



**U.S. Patents and Applications (Active)**

| <b>App. No.</b> | <b>App. Date</b> | <b>Patent No.</b> | <b>Grant Date</b> | <b>Description</b>   |
|-----------------|------------------|-------------------|-------------------|--|
| 08/696812       | 08/13/1996       | 5912925           | 06/15/1999        | Diversity circuit for magnetic communications system               |
| 08/824260       | 03/26/1997       | 5771438           | 06/23/1998        | Short range magnetic communication system                          |
| 08/841502       | 04/23/1997       | 5982764           | 11/09/1999        | Time-multiplexed short-range magnetic communications               |
| 09/053107       | 04/01/1998       | 6459882           | 10/01/2002        | Inductive communication system and method (amended)                |
| 09/881645       | 06/14/2001       |                   |                   | Diversity circuit for magnetic communications systems              |
| 09/950285       | 09/10/2001       |                   |                   | In-the-ear headset   |
| 09/993328       | 11/06/2001       |                   |                   | Time-multiplexed short-range magnetic communications               |
| 10/004989       | 12/03/2001       |                   |                   | Wireless communication over a transducer device                    |
| 10/100229       | 03/15/2002       |                   |                   | Techniques for inductive communication systems                     |
| 10/224621       | 08/19/2002       |                   |                   | Inductive communication system and method                          |
| 60/448560       | 02/19/2003       |                   |                   | Wireless spatial measurement communication system                  |
| 60/452045       | 03/04/2003       |                   |                   | Attachment and control system for a wireless headset and base unit |
| 10/413434       | 04/11/2003       |                   |                   | Transceiver device and fastener                                    |
| 60/470723       | 05/15/2003       |                   |                   | Attachment System for Base and Remote                              |

**International Patents and Applications (Active)**

| <b>Country/Protocol</b> | <b>App. No.</b> | <b>App. Date</b> | <b>Patent No.</b> | <b>Grant Date</b> | <b>Description</b>                                   |
|-------------------------|-----------------|------------------|-------------------|-------------------|--|
| China                   | 961953578       | 05/17/1996       |                   |                   | Short-range magnetic communication system            |
| European Comm.          | 96920268.8      | 05/17/1996       | 0872032           | 11/26/03          | Short-range magnetic communication system            |
| European Comm.          | 98918353.8      | 04/22/1998       |                   |                   | Time-multiplexed short-range magnetic communications |
| Japan                   | 8535083         | 05/17/1996       |                   |                   | Short-range magnetic communication system            |
| Japan                   | 10546184        | 04/22/1998       |                   |                   | Time-multiplexed short-range magnetic communications |
| Mexico                  | 9708893         | 05/17/1996       | 196825            | 06/05/00          | Short-range magnetic communication system            |
| European Comm.          | PCT/US02/08117  | 03/15/2002       |                   |                   | Techniques for inductive communication systems       |
| European Comm.          | PCT/US02/08118  | 03/15/2002       |                   |                   | Wireless communication over a transducer device      |
| Singapore               | 97059984        | 05/17/1996       |                   |                   | Short-range magnetic communication system            |

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