

Form PTO-1595 (Rev. 09/04)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Global Velocity LLC

Execution Date(s) May 30, 2003

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

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Name: Global Velocity, Inc.

Internal Address: Suite 315

Street Address: 210 N. Tucker

City: St. Louis

State: MO

Country: USA Zip: 63101

Additional name(s) & address(es) attached?  Yes  No

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No. (s)

10/037,593

B. Patent No. (s)

Additional numbers attached?  Yes  No

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

Name: Mary Jo Bertani

Internal Address: Koestner Bertani LLP

Street Address: 18662 MacArthur Blvd., Suite 4

City: Irvine

State: CA Zip: 92612

Phone Number: 949-251-0250

Fax Number: 949-251-0260

Email Address: mbertani@kbpatents.com

**6. Total number of applications and patents**

Involved: 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers 4020  
Expiration Date 08/2006

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Mary Jo Bertani  
Signature

November 21, 2004  
Date

Mary Jo Bertani  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6996, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1450

OP \$40.00 10037693

**EXHIBIT C****PLAN OF DISSOLUTION AND LIQUIDATION****(Global Velocity, LLC)**

WHEREAS, all of the members (the "Members") of Global Velocity, LLC, a Missouri limited liability company (the "LLC") have agreed to restructure the LLC so that its business and operations in the future will be conducted by a corporation, Global Velocity, Inc., a Delaware corporation (the "Corporation").

WHEREAS, the LLC, the Corporation, the Members, and Washington University (a contractual party with the LLC) have entered into a Restructuring Agreement dated April 11, 2003 (the "Restructuring Agreement"), of which this Plan is an integral part.

NOW THEREFORE, by virtue of unanimously executing and delivering the Restructuring Agreement, the Members collectively hereby take each and every one of the actions set forth in this Plan, such actions to be effective as of the effective date of the Restructuring Agreement.

1. The LLC shall be and hereby is dissolved effective immediately. This action is taken by the Members unanimously in accordance with Section 9.1(a) of the LLC's Operating Agreement dated as of October 15, 2001, as amended April 11, 2003 (the "Operating Agreement"), and in accordance with Section 347.137.1(1) and (2) R.S.Mo.

2. Matthew Kulig, as President of the LLC, and the other officers and agents of the LLC (each an "Authorized Person") hereby are authorized and directed to take each of the following actions for and on behalf of the LLC, as promptly as is commercially reasonable and practicable:

- (a) File with the Missouri Secretary of State's office a notice of winding up, as required by Section 347.137.2 R.S.Mo. and Section 9.2(a) of the Operating Agreement.
- (b) Wind up the business and affairs of the LLC: (i) by paying any and all Obligations which are known to exist and to be unpaid or not otherwise fully settled or provided for, (ii) by setting aside cash sufficient to provide a reserve for any unasserted Obligations of the LLC of which the President or any other officer has knowledge, and (iii) by distributing the net assets of the LLC to its Members in accordance with Sections 9.3 and 9.4 of the Operating Agreement as modified by the Restructuring Agreement and this Plan. Any such reserve shall be governed by Section 9.3 of the Operating Agreement and applicable law. The provision for the LLC's Obligations and the distribution of net assets shall be accomplished by the LLC executing and delivering to each Member (or their attorney-in-fact) the Quit Claim and Assumption Agreement in the form set forth in Exhibit

**EXHIBIT D****Form of Quit Claim and Assumption Agreement**  
**(Section 4(b))****QUIT CLAIM AND ASSUMPTION AGREEMENT**

THIS QUIT CLAIM AND ASSUMPTION AGREEMENT dated as of April 15, 2003 is by and among Global Velocity, LLC, a Missouri limited liability company (the "LLC"), Global Velocity, Inc., a Delaware corporation (the "Corporation"), and each of the Members (as defined herein) of the LLC.

**WITNESSETH:**

WHEREAS, the LLC has dissolved and is winding up in accordance with a Restructuring Agreement dated as of April 11, 2003 (the "Restructuring Agreement") and the Plan of Dissolution and Liquidation ("Plan of Liquidation") which is a part thereof.

WHEREAS, each of the parties hereto is a party to the Restructuring Agreement, which provides for the execution and delivery of this Agreement at such time in the LLC's winding up process that the LLC is prepared to distribute its net assets and file its Articles of Termination as required by law.

WHEREAS, the LLC has paid or fully provided for all of its debts, liabilities, and obligations, of every sort and character, in accordance with the Plan of Liquidation and therefore is prepared to distribute its net assets in accordance with this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements in the Restructuring Agreement and hereby the parties hereto agree as follows:

Section 1. **Defined Terms.** All capitalized terms not specifically defined herein shall have the meanings given in the Restructuring Agreement.

Section 2. **Distribution of Net Assets to Members.** The LLC does hereby distribute, transfer, assign, convey, and quit claim its undivided Net Assets, in their entirety and in kind, into each of its Members in proportion to their percentage interests as reflected on the Capitalization Schedule (Pre-LLC Liquidation, Percentage Interests). For this purpose "Net Assets" means the all Assets of the LLC available for distribution to Members after payment of or provision for all debts, liabilities, and obligations of the LLC as provided in the Plan of Liquidation.

Section 3. **Subscription for Stock.** Each Member hereby confirms his, her, or its subscription agreement for his, her, or its Subscription Stock as set forth in Section 4 of the Restructuring Agreement.

Section 4. Payment of Subscription Price. Each Member does hereby deliver, transfer, assign, convey, and quit claim his, her, or its Liquidation Distribution, which is his, her, or its proportionate share of the LLC's Net Assets received by such Member pursuant to Section 2 of this Agreement unto the Corporation. The foregoing action is taken by such Member in full payment of the subscription price for his, her, or its Subscribed Stock, as confirmed in Section 3 of this Agreement. Each Member hereby waives his, her, or its right to obtain delivery of such Member's Liquidation Distribution, and hereby instructs the LLC to deliver, transfer, assign, convey, and quit claim such Liquidation Distribution directly to the Corporation.

Section 5. Issuance of Stock. The Corporation has issued, at the Closing of this Agreement, certificates representing those shares of Stock for which each Member has subscribed pursuant to the Restructuring Agreement, and for which each Member has made payment in full pursuant to this Agreement. Each Member hereby acknowledges receipt of one or more certificates representing those shares for which such Member subscribed, duly registered in such Member's name. The Corporation represents and warrants to each Member that such shares are duly issued and outstanding, fully paid and non-assessable shares of Common Stock or Preferred Stock (as applicable) of the Corporation.

Section 6. Assumption of Obligations. In consideration of the foregoing, the Corporation hereby undertakes and assumes full, complete, and unconditional responsibility for any and all obligations of the LLC ("Assumed Obligations"). The Corporation hereby fully, completely, and unconditionally indemnifies the LLC and each Member for any and all Assumed Obligations, and shall promptly and vigorously defend and hold harmless the LLC and each Member in connection with any and all Assumed obligations. Notwithstanding the foregoing "Assumed Obligations" shall not include any Obligation of a Member owed to the LLC nor any Obligation of a Member owed to any other person, unless in either case the LLC has indemnified the Member for such Obligation pursuant to the Operating Agreement.

[The remainder of this page is intentionally blank; signatures are on the following page.]

IN WITNESS WHEREOF, the LLC, the Corporation, and each of the Members have executed this Quit Claim and Assumption Agreement as of the date first written above.

Global Velocity, LLC

Global Velocity, Inc.

By: Matthew Kulig  
Matthew Kulig, President

By: Matthew Kulig  
Matthew Kulig, President

Matthew Kulig  
Matthew Kulig,  
for himself as a Member and as attorney-in-fact\*  
for each of the other Members:

- Roger Fritz
- David Reddick
- Tim Brooks
- John Lockwood
- Ann Daly Tretter Revocable Living Trust u/a dated 8/30/94
- F. Holmes Lamoreux, Trustee of the F. Holmes Lamoreux Living Trust u/a dated 12/21/90
- Thomas Keefe
- Joseph Bartholomew
- Terry Crow
- Ralph Derango
- Can-Do 2 VC Investment Club, L.C.

\* Under authority of the irrevocable durable power of attorney set forth in Section 5 of the Restructuring Agreement.

Subscribed and Sworn before me this  
30th Day of May 2003

Patricia Koch  
Notary Public  
Commission Expires 2-28-2006

