

10-08-2004

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

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102855329

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):**

ROBERT J. SIMMONS

Execution Date(s) SEPTEMBER 8, 2004

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

**3. Nature of conveyance:**

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

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

Name: FIRST BANK & TRUST

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

Street Address: 550 Montgomery Street

City: San Francisco

State: California

Country: USA Zip: 94111

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)

SEE ATTACHMENT

B. Patent No.(s)

SEE ATTACHMENT

Additional numbers attached? ☒ Yes ☐ No

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

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

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

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

23

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 920**

- ☐ 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 \_\_\_\_\_  
Expiration Date 10/3/07

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Matteo G. Daste

Signature

October 6, 2004

Date

Matteo G. Daste

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 015860 FRAME: 0372

ATTACHMENT  
TO FORM PTO-1595

09/943,711

10/102,404

PCT/US02/08465

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10/700,029

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10/700,258

60/424,080

10/699,716

60/425,442

10/700,135

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60/449,477

60/503,071

60/460,622

60/460,624

60/460,623

60/460,625

60/463,898

60/503,072

## AMENDED PATENT SECURITY AGREEMENT

This Amended Patent Security Agreement ("Security Agreement") entered into as of September 8, 2004, by **ROBERT J. SIMMONS**, an individual, (the "Grantor") in favor of **FIRST BANK & TRUST** (the "Bank") in connection with the Loan Agreement (as hereinafter defined).

WHEREAS, the Bank and R.J.S. & Associates, Inc. ("Borrower") have entered into a Loan Modification Agreement and a Commercial Loan Agreement, both dated December 10, 2003 (collectively the "Loan Agreement"), whereby the Bank has agreed to renew a Line of Credit and extend a Term Loan to Borrower, and the Borrower has agreed to have the Grantor grant a security interest in the Patents (as defined below) to the Bank to secure that Line of Credit and Term Loan and all other indebtedness of Borrower to the Bank now existing or hereinafter arising ("Obligations"); and

WHEREAS, the Grantor represents that it now possesses the sole and complete ownership rights to the Patents to be secured by this Security Agreement and that he has not granted a security interest or otherwise pledged, mortgaged, transferred, assigned or licensed any part of his rights in said Patents to any party other than the Bank.

WHEREAS, Grantor previously executed a Patent Security Agreement, dated December 10, 2003 in favor of Bank, which this Security Agreement is intended to amend and supercede.

NOW THEREFORE, in consideration of the premises set forth in this Security Agreement, the aforementioned Loan Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agree as follows:

**Section 1.01. Grant of Security Interest.** In order to secure the complete and timely satisfaction of all Obligations owing from the Borrower to the Bank, the Grantor hereby pledges, mortgages and grants a security interest to the Bank in and to the following to secure the Obligations:

- (1) All patents, patent applications and patentable inventions of the Grantor, including, but not limited to, those set forth in Exhibit 1, and (a) the invention and improvements described and claimed therein; (b) any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent in a foreign country for the full term or terms for which the same may be granted; (c) all rights to income, royalties, profits, awards, damages or other rights relating to said patents, applications or inventions including the right to sue for past, present or future infringement; and (d) any other rights and benefits relating to said patents, applications, or inventions ("Patents").

**Section 2.01. No Liens, etc.** The Grantor agrees that he will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Patents or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not take any action or fail to take any action which will result in the

cancellation or expiration of any of the Patents covered by this Security Agreement without the prior written agreement of the Bank.

**Section 3.01. Grantor's Obligation to Maintain and Enforce Rights.** The Grantor further agrees that he has the obligation, at his own cost, unless otherwise consented to in writing by the Bank:

- (1) To take all actions necessary to properly maintain and renew all Patents which are or may become subject to the Security Agreement for the full term or terms allowed by law, including, but not limited to, the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew said patents which may be necessary or appropriate under applicable law.
- (2) To file new applications to register and protect under applicable law all patentable inventions or Trademarks acquired by the Grantor but for which applications have not previously been filed or to take all other actions necessary to cause Patents to be issued as a result of said applications.
- (3) To protect such Patents from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Patents from claims of infringement, unfair competition or damage including the defense or any legal actions making such claims.

**Section 3.02 Grantor's Waiver of Rights and Defenses.** Grantor authorizes the Bank, without notice of demand and without affecting the Bank's rights hereunder, from time to time to (a) take and hold additional security for all of the Obligations and exchange, enforce, waive and release any such security; (b) apply such security and direct the order or manner of sale thereof as the Bank in its discretion may determine; and (c) release or substitute any one or more of the makers, endorsers, or guarantors of the Obligations.

Grantor waives any right to require the Bank to (a) proceed against anyone indebted on the Obligations; (b) proceed against or exhaust any security held from anyone other than Grantor; or (c) pursue any other remedy whatsoever. The Bank may, at its election, exercise any right or remedy it may have against anyone indebted on the Obligations or any security, including without limitation the right to foreclose upon any such security by judicial or nonjudicial sale, without affecting or impairing in any way the liability of Grantor hereunder or the Bank's lien and security interest on the Patents except to the extent the Obligations have been paid.

**Section 4.01. Reporting Requirements.** The Grantor agrees to provide written semiannual reports to the Bank informing it of: (a) the status of all Patents subject to this Security Agreement including any new patents, patent applications, or related license; and (b) any actions taken by the Grantor pursuant to paragraph 3.01 of this Security Agreement.

**Section 5.01. After Acquired Property.** If the Grantor shall obtain rights to or become entitled to the benefit of any new patents, patentable applications, patentable inventions, licenses

before his obligations to the Bank as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and the Grantor hereby authorizes the Bank to modify or update this Security Agreement accordingly.

**Section 6.01. Events of Default.** The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions of the Loan Agreement shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Bank, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Patents, including, but not limited to, the assignment of all said Patents from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable law.

**Section 7.01. Interpretation.** This Security Agreement is subject to the terms and conditions of a Loan Agreement. Where any term in this Security Agreement may be inconsistent with any term in the Loan Agreement, the terms of the Loan Agreement shall control.

**Section 8.01. No Waiver.** The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

**Section 9.01. Governing Law.** The Security Agreement is to be governed by the law of the State of California and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of his obligations under this Security Agreement either expressly or by operation of law without the written consent of the Bank.

**Section 10.01. Severability.** The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

**Section 11.01. Further Actions.** The Grantor agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate the terms of this Security Agreement.

IN WITNESS THEREOF, the undersigned has executed this Security Agreement as of the date first written above.

Attest:



ROBERT J. SIMMONS