

Form PTO-159  
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Tab settings ⇨ ⇨ ⇨

DEPARTMENT OF COMMERCE  
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):

**Scanz Communications**

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other **Security Interest**

Execution Date: **6/2/2004**

2. Name and address of receiving party(ies)

Name: **Sid Tessler**

Internal Address: **Tessler & Company**

**Ste. 360**

Street Address: **11726 San Vicente Blvd.**

City: **Los Angeles** State: **CA** Zip: **90049**

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)

B. Patent No.(s)

**6.681.398**

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Ira S. Epstein**

Internal Address: **Greenberg Traurig**

**Ste. 400E**

Street Address: **2450 Colorado Ave**

City: **Santa Monica** State: **CA** Zip: **90404**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41).....\$ **40<sup>00</sup>**

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

**20-0052**

(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.

**Christine E. Wislon**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: **1**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

10/21/2004 ECDOPER 00000145 200052 6681398

01 FC:0021 40.00 DA

PATENT  
REEL: 015896 FRAME: 0540

**CONFIRMATION OF GRANT OF SECURITY INTEREST  
IN AND COLLATERAL ASSIGNMENT OF PATENTS AND LICENSES**

COLLATERAL ASSIGNMENT made this 2nd day of June, 2004 by and between SCANZ COMMUNICATIONS, INC., a Delaware corporation ("**ASSIGNOR**"), on the one hand, and SID TESSLER, an individual ("**ASSIGNEE**"), on the other hand, with reference to the following facts:

A. On January 2, 2004, ASSIGNOR executed a Promissory Note in the principal amount of \$1,403,000 (the "**Promissory Note**") in favor of SID TESSLER.

B. On December 1, 2003, ASSIGNOR executed a Security Agreement in favor of SID TESSLER, as a secured party (the "**Security Agreement**"), and granted SID TESSLER a security interest in all of the assets of ASSIGNOR including its patents and intellectual property (the "**Security Interest**").

C. ASSIGNOR and ASSIGNEE desire to enter into this Collateral Assignment to further protect ASSIGNEE's Security Interest.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **INCORPORATION OF SECURITY AGREEMENT.** The Security Agreement and the terms and provisions thereof are hereby incorporated into this Collateral Assignment in their entirety by this reference. Any reference to this Collateral Assignment, the Promissory Note or the Security Agreement includes any and all alterations, amendments, changes, extensions, modifications, renewals or supplements thereto or thereof, as applicable.

2. **DEFINITIONS.**

a. **Intellectual Property Rights.** The term "**Intellectual Property Rights**" means all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, inventions, mask work rights, moral rights, patents, rights of inventorship, all applications, registrations and renewals in connection with any of the above, database rights, know-how, trade secrets, rights of publicity, privacy and/or defamation, rights under unfair competition and unfair trade practices laws and all other intellectual and industrial property rights related thereto.

b. **Licenses.** The term "**Licenses**" means any right of ASSIGNOR under any license, franchise or similar agreement with any other party, whether ASSIGNOR is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and

advertise for sale, all inventory now or hereafter owned by ASSIGNOR and now or hereafter covered by such license.

c. **Materials**. The term “**Materials**” means all know-how, trade secrets, drawings, inventions, data, processes, block diagrams, source code and object code, copyrights, techniques, source codes and object code, copyrights, procedures, prototypes, devices, methods, formulae, protocols and information, whether or not patentable, owned or licensed by or under the control of ASSIGNOR or under which ASSIGNOR has rights to grant licenses, all of which are not covered by the “**Patents**”, but which are necessary or useful for the commercial exploitation of the Patents.

d. **Patents**. The term “**Patents**” means (a) (i) the inventions described under U.S. Patent No. 6,681,398 B1, issued January 20, 2004, entitled “Systems, Devices and Methods for Reviewing Selected Signal Segments” and the scope of the specifications set forth therein; (ii) the inventions described under Australian Patent No. AU763657, issued on July 31, 2003, entitled “TV Broadcast Van and Portable Replay Device” and the scope of the specifications set forth therein; and (iii) the inventions described under PCT Application Number PCT/US99/00604, filed with the World Intellectual Property Organization on January 12, 1999, and the related European Application No. 1048171, entitled “TV Broadcast Van and Portable Replay Device” and the scope of the specifications set forth therein; (b) any divisionals, continuations, continuations-in-part, extensions, supplemental protection certificates, substitutions, re-examinations, renewals, reissues and Letters Patent issued thereon; (c) any and all claims under patents and patent applications corresponding thereto, including without limitation all United States and foreign patent filings and Letters Patent issued thereon; and (d) all improvements and derivatives of such inventions which are made by ASSIGNOR, and which will be automatically added to the Patents by operation of this provision, and thereby become subject to the provisions of this Collateral Assignment.

e. **Technology**. The term “**Technology**” means collectively the Licenses, the Patents and the Materials.

### 3. **CONFIRMATION OF GRANT OF SECURITY INTEREST.**

a. **Collateral**. ASSIGNOR hereby ratifies, confirms and reaffirms the Security Interest heretofore granted by ASSIGNOR to ASSIGNEE in the Technology and all Intellectual Property Rights therein (the “**Collateral**”) to secure the obligations of ASSIGNOR under the Promissory Note and the Security Agreement. ASSIGNOR authorizes ASSIGNEE to file copies of this Collateral Assignment or summaries thereof with the United States Patent and Trademark Office and any foreign equivalent registries, and/or one or more financing statements in all states, counties and other jurisdictions as ASSIGNEE may elect without ASSIGNOR’s signature if permitted by law. ASSIGNOR agrees to cooperate fully with ASSIGNEE in executing any additional documents, instruments, financing statements or amendments thereto as ASSIGNEE may request to perfect or continue the Security Interest in the Technology. Upon a

breach or default by ASSIGNOR of any of its obligations under this Collateral Assignment, the Promissory Note or the Security Agreement, ASSIGNEE shall have all rights and remedies of a secured party under the California Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive. ASSIGNOR agrees to pay ASSIGNEE's reasonable costs, fees and damages (including but not limited to attorneys' fees and costs and any fees and costs incurred in connection with a bankruptcy proceeding of or involving ASSIGNOR) incurred by ASSIGNEE in order to enforce ASSIGNEE's rights and remedies, whether or not a lawsuit or other proceeding is commenced.

b. **Grant of Licenses.** ASSIGNOR agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to ASSIGNEE under this Collateral Assignment. ASSIGNOR hereby covenants that it will immediately notify ASSIGNEE if any Patent shall at any time hereafter become subject to a license agreement and that it will promptly provide ASSIGNEE with full identification thereof and with such further documentation as ASSIGNEE may reasonably request to accomplish or assure the accomplishment of the purposes of this Paragraph 3(b).

4. **CONDITION OF ASSIGNMENT.** Unless and until there occurs an event of default under the provisions of this Collateral Assignment, the Promissory Note or the Security Agreement, ASSIGNOR shall have the right to continue to use the Technology in the normal course of business and to enjoy the benefits, royalties and profits therefrom; provided, however, that from and after the occurrence of an event of default under this Collateral Assignment, the Promissory Note or the Security Agreement, such right will, upon written notice from ASSIGNEE to ASSIGNOR, be revoked and the right of ASSIGNOR to enjoy the uses, benefits, royalties and profits of the Technology and all Intellectual Property Rights therein will cease and ASSIGNEE shall be entitled to all of ASSIGNOR's right, title and interest in and to the Technology. The term of this Collateral Assignment shall extend until the expiration of each of the Patents and Licenses assigned hereunder, or under the obligations of ASSIGNOR to ASSIGNEE under the Promissory Note have been paid in full, whichever first occurs.

5. **EVENTS OF DEFAULT.** Either of the following shall constitute an event of default under this Collateral Assignment:

a. **Breach of Collateral Assignment.** If ASSIGNOR fails to perform or observe any agreement, covenant or condition required under this Collateral Assignment and does not cure such default within ten (10) days after delivery of notice of such default to ASSIGNOR.

b. **Breach of Promissory Note or Security Agreement.** The occurrence of an event of default under the Promissory Note or the Security Agreement which is not cured within ten (10) days of the due date for any such payment or performance.

6. **REMEDIES.** Upon the occurrence of any event of default, ASSIGNEE may, at its option, at any time:

a. **Technology.** Sell, assign, use or transfer any of the Technology in connection with the exercise of the rights contained in the Promissory Note and the Security Agreement, subject to the rights of TransCentric Technologies, Inc., a California corporation (TCT"), as licensee under a Technology License Agreement between ASSIGNOR and TCT dated June \_\_, 2004 (the "**Technology License Agreement**").

b. **Commercial Code.** Exercise any of the rights and remedies granted to a secured party under the California Uniform Commercial Code, subject to the rights of TCT, as licensee under the Technology License Agreement.

7. **POWER OF ATTORNEY.** ASSIGNOR hereby grants ASSIGNEE a power of attorney coupled with an interest to execute any documentation or take any action required to fulfill the terms, provisions and conditions of this Collateral Assignment.

8. **NOTICES.** All notices or demands required under this Collateral Assignment shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by telecopier (fax). Service shall be deemed conclusively made (a) at the time of service, if personally served; (b) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (c) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (d) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (e) at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission. Notices and demands shall be given to the respective parties at the following addresses, unless and until a different address has been designated by written notice to the other party:

**Notices to ASSIGNOR:** Scanz Communications, Inc.  
11413 Normanton Way  
San Diego, California 92131  
Fax: 858-695-0753

**With a copy to:** William F. Hertz, Esq.  
Yanz & Hertz  
2505 Canada Boulevard, Second Floor  
Glendale, California 91208-2042  
Fax: 818-247-0136

**Notices to ASSIGNEE:**

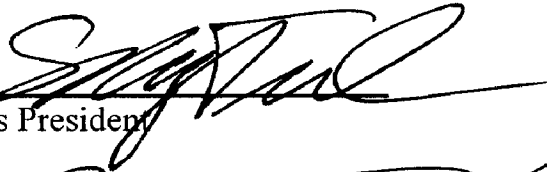
Sid Tessler  
Tessler & Company  
11726 San Vicente Boulevard, Suite 360  
Los Angeles, CA 90049  
Fax: 310-571-9216

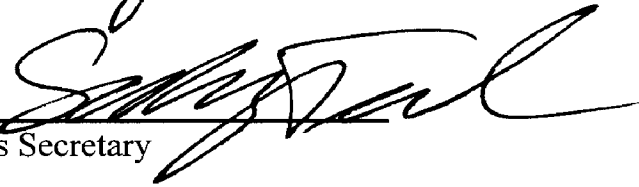
Either party may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Collateral Assignment as of the Effective Date.

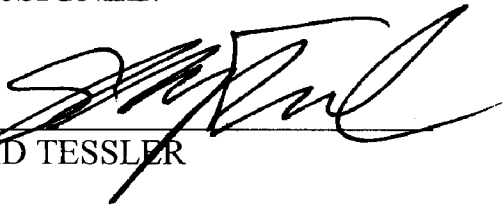
**ASSIGNOR:**

SCANZ COMMUNICATIONS, INC.,  
A Delaware corporation

By:   
Its President

By:   
Its Secretary

**ASSIGNEE:**

  
SID TESSLER