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U.S. DEPARTMENT OF COMMERCE
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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):

Eui Sok KIM

Execution Date(s) September 15, 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: Sega Corporation

Internal Address: _____

Street Address: 2-12, Haneda 1-chome, Ohta-ku,

City: Tokyo

State: _____

Country: Japan Zip: 144-8531

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)

10/855,643

PCT/KR02/02246

B. Patent No.(s)

6,592,374

Additional numbers attached? ☐ Yes ☒ No

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

Name: Joseph R. Keating, Esq.

Internal Address: Keating & Bennett, LLP

Street Address: 10400 Eaton Place, Suite 312

City: Fairfax

State: VA Zip: 22030

Phone Number: 703-385-5200

Fax Number: 703-385-5080

Email Address: smcvean@kbiplaw.com

6. Total number of applications and patents involved:

3

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 5008

Expiration Date 05/2008

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Joseph R. Keating
Signature

March 23, 2005

Date

Joseph R. Keating

Name of Person Signing

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

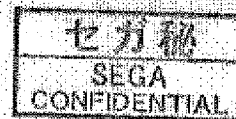
10

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OP \$120.00 10855643

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PATENT
REEL: 015953 FRAME: 0563



知的財産権質権設定契約書

日本国法人株式会社セガ（以下「甲」という）と大韓民国法人株式会社シミュライン（以下「乙」という）と Kim Bui Sak（以下「丙」という）は、以下の通り質権設定契約を締結する。

第1条（質権の設定）

甲、乙及び丙は、乙又は丙所有にかかる別紙記載の知的財産権（出願中のものを含み、以下「担保知財権」という）について、甲乙間で締結した2004年9月15日付け金銭消費貸借契約（以下「原契約」という）に基づき甲が乙に対して取得する一切の債権（以下「被担保債権」という）を担保する為、質権を設定することにつき合意した。なお、本契約締結時点において出願中の担保知財権については、登録後速やかに質権を設定するものとする。

第2条（保証）

乙及び丙は、本契約の締結時点において、担保知財権に関し、その処分を制限する第三者の権利が一切存在しないことを保証する。

第3条（質権設定の手続き）

1. 乙及び丙は、甲の要求に従って速やかに、担保知財権に対する質権設定の為に必要な書類を甲に交付するものとする。なお、質権設定に関する手続きは甲が行うものとするが、当該手続きに必要な一切の費用（代理人手数料を含む）は乙及び丙の負担とする。
2. 乙及び丙は、出願中の担保知財権が登録された後、速やかに甲が要求する必要書類を交付するものとする。

第4条（担保知財権の管理）

乙及び丙は、被担保債権が弁済されるまでの間、担保知財権の維持管理（出願中のものについては権利化の手続きを含む）を、善良な管理者の注意義務をもって行うものとする。

第5条（質権の実行等）

1. 甲は、何ら法定の手続きを経ることなく、担保知財権の対価又は実施に対し乙丙が受けるべき金銭その他の物に対し、物上代位することができる。
2. 甲が、被担保債権の弁済を受けざるときは、甲乙丙協議の上適正な価格をもって担保知財権を甲に移転することができる。

第6条（言語及び準拠法）

本契約は、日本語により交渉・作成・締結され、本書はそのいかなる翻訳よりも優先する。また、本契約の成立・解釈・効力を含め、本契約に関する一切の事項は、日本法に準拠するものとする。

第7条（裁判管轄）

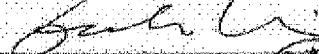
本契約に付随し又は関連する一切の紛争は、日本国の東京地方裁判所を専属的管轄裁判所とする。但し、両当事者は、管轄権を有する法院又は裁判所に対し、保全処分、仮処分、仮執行、予備的差止め命令等による応急的救済の申立を行うことができる。

本契約を証するために本書3通を作り、署名捺印のうえ甲、乙及び丙が1通ずつ所持するものとする。

甲 株式会社セガ
(SEGA CORPORATION)
2-12, Haneda 1-chome, Ohta-ku,
Tokyo, 144-8531, Japan.

乙 株式会社シミュライン
(Simuline Inc.)
461-28, Jeonmin-dong, Yusong-gu,
Daejeon, Korea.

By 鈴木 義治

By 

Name 鈴木 義治

Name Kim Eui Sok

Title 常務取締役

Title President

Date 2004. 9. 15

Date 2004. 9. 15

丙

Address 대전시 유성구 여문동 한빛129동806호

By 

Name Kim Eui Sok

Date 2004. 9. 15

(Box 16, 2003)

Simulink's Intellectual Properties

NO.	CLASSIFICATION	ALIAS	STATUS	STATUS	PATENT OR APPLICATION REGISTRATION NO.	DATE OF PUBLICATION OR REGISTRATION	DESCRIPTION	APPLICANT OR REGISTRAR
1	PATENT	KOREA	Registered	Motion Simulator	No. 01-0013	Sep. 12, 2002	Motion Simulator Inverted Motion Simulator	Em Sdk Kim
2	PATENT	CHINA	Applied	Motion Simulator	Registered U.S. 001 14229 A	Oct. 14, 2000	Motion Simulator Inverted Motion Simulator	Em Sdk Kim
3	PATENT	JAPAN (PCT)	Applied	Motion Simulator	Applied No. 2001-001119 (PCT/KR2001/001119)	Dec. 10, 2001	Motion Simulator Inverted Motion Simulator	Em Sdk Kim
4	PATENT	EUROPE, Germany, France, U.S. (PCT)	Applied	Motion Simulator	Applied No. 00037153 (PCT/KR2001/000371)	Dec. 11, 2001	Motion Simulator Inverted Motion Simulator	Em Sdk Kim
5	PATENT	U.S.A. (PCT)	Registered	Motion Simulator	U.S. 6,277,351 B1 (PCT/KR2001/000371)	Jul. 12, 2003	Motion Simulator Inverted Motion Simulator	Em Sdk Kim
6	PATENT	KOREA (PCT)	Applied	Motion Simulator (Cyber)	Applied No. 10-2004-7098117 (PCT/KR2004/02245) (or 10-2004-893596)	May 23, 2004 (or Nov. 26, 2004)	Motion Simulator Cyber Structure	Em Sdk Kim
7	PATENT	OVERSEAS (U.S.A., EUROPE, JAPAN, CHINA)	Applied	Motion Simulator (Cyber)	PCT/KR2001/012748	Nov. 23, 2003	Motion Simulator Cyber Structure	Em Sdk Kim
8	PATENT	U.S.A. (PCT)	Applied	Motion Simulator (Cyber)	Applicant's Serial No. 000315-Q (PCT/KR2003/000315)	May 23, 2004	Motion Simulator Cyber Structure	Em Sdk Kim
9	PATENT	EUROPE, France, Germany, Italy, Spain, U.S. (PCT)	Applied	Motion Simulator (Cyber)	Applied No. 027910203 (PCT/KR2003/000315)	Jul. 2, 2004	Motion Simulator Cyber Structure	Em Sdk Kim
10	PATENT	JAPAN (PCT)	Applied	Motion Simulator (Cyber)	Applied No. 2004-048109 (PCT/KR2003/000315)	May 23, 2004	Motion Simulator Cyber Structure	Em Sdk Kim
11	PATENT	CHINA (PCT)	Applied	Motion Simulator (Cyber)	Applied No. 02723071 (PCT/KR2003/000315)	May 31, 2004	Motion Simulator Cyber Structure	Em Sdk Kim
12	Utility Model	KOREA	Registered	Motion Simulator	No. 02032216	Sep. 21, 2000	Motion Simulator Inverted Motion Simulator & 3D-CF Inverted Jem Simulator	Em Sdk Kim
13	Trade Mark	Various Countries and Foreign	Registered	TRADE MARK	TR. No. 313500	Jul. 28, 2003	Designs the Under the Motion Simulator, American Chinese, Germany, Italy, Japan, Korea, Spain, United Kingdom, United States, and the Sports United Kingdom	Simulink, Inc.
14	Trade Mark	U.S.A. Trade Mark	Applied	CYCRAPT	U.S. Serial No. 78-263734	Aug. 13, 2003	Amusement games, Amusement park rides, Coin-operated video games (filibustion) Class 280	Simulink, Inc.
15	Trade Mark	Mexico Agreement and Protocol	Registered	Simulink	TR. No. 423150	Sep. 4, 2003	Designations under the Mexico Patent, Australia, China, France, Germany, Italy, Japan, Korea, Spain, United Kingdom, United States, and the Sports United Kingdom	Simulink, Inc.
16	Trade Mark	U.S.A. Trade Mark	Applied	Simulink	U.S. Serial No. 78-263734	Sep. 4, 2003	Amusement games, Amusement park rides, Coin-operated video games (filibustion) Class 280	Simulink, Inc.
17	Trade Mark	KOREA	Applied	CYCRAPT	Applied No. 1-1-3004-317359-78	Nov. 2, 2004	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
18	Trade Mark	KOREA	Registered	Simulink	No. 4117840	Apr. 14, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
19	Trade Mark	KOREA	Registered	Simulink	No. 0520032	May 14, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
20	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007838	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
21	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007839	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
22	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007840	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
23	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007841	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
24	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007842	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
25	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007843	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
26	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007844	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.
27	Trade Mark	KOREA (Service Registration)	Registered	Simulink	No. 007845	Aug. 25, 2002	Theme Park Machinery (Nice Classification: 09)	Simulink, Inc.

Pledge Establishment Agreement on Intellectual Property Rights

This Pledge Establishment Agreement on Intellectual Property Rights ("Agreement") is made and entered into by a Japanese company, Sega Corporation ("Sega"), a Korea company, Simuline Inc. ("Simuline") and Kim Eui Sok ("Kim").

Section 1. (Establishment of pledge)

- 1.1 The parties agreed to establish a pledge with the intellectual property rights owned by Simuline and Kim, listed in the Exhibit (including pending applications thereof, "Secured Rights") in order to secure all obligations ("Secured Obligations") owed to Sega by Simuline under the Loan Agreement ("Loan Agreement") between Sega and Simuline dated September 15, 2004. For any Secured Rights pending at the time of execution of this Agreement, the pledge shall be established promptly after their registration.

Section 2. (Warranty)

- 2.1 Simuline and Kim warrant to Sega that there are no third parties who are entitled to restrict the disposition of the Secured Rights at the time of execution of this Agreement.

Section 3. (Procedures for pledge establishment)

- 3.1 Simuline and Kim shall promptly furnish to Sega the necessary instruments for the establishment of the pledge over the Secured Rights as required by Sega. Procedures for pledge establishment shall be performed by Sega, and any costs (including attorney's fees) necessary for the procedures shall be borne by Simuline and Kim.
- 3.2 After the registration of the pending Secured Rights, Simuline and Kim shall promptly furnish to Sega any necessary instruments required by Sega.

Section 4. (Management of Secured Rights)

- 4.1 Simuline and Kim shall maintain and manage the Secured Rights (including procedures for registration, if pending) with the duty of care of a competent manager until the Secured Obligations are performed.

Section 5. (Exercise of pledge)

- 5.1 Sega shall be entitled, without any legal procedures, to collect or receive any

money or other proceeds to be received by Simuline or Kim as consideration for the exercise or disposal of the Secured Rights.

- 5.2 If the Secured Obligations are not fully paid to Sega, the Secured Rights may be transferred to Sega at a reasonable price after consultation between the parties.

Section 6. (Language and governing law)

- 6.1 This Agreement is negotiated, prepared, and executed in the Japanese language, and the Japanese version shall prevail over any translated version. Any and all matters related to this Agreement, including the execution, interpretation or effectiveness of this Agreement shall be governed by the laws of Japan.

Section 7. (Jurisdiction)

- 7.1 Any dispute incidental to, or related to this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance. However, the parties may file an application to a judicial authority or court for provisional remedies by requesting preservative measures, provisional disposition, provisional execution or preliminary injunction.

IN WITNESS WHEREOF, this Agreement is prepared in three copies, with the parties affixing their names and seals, and retaining one original each.

Sega: Sega Corporation
2-12, Haneda 1-chome, Ohta-ku,
Tokyo, 144-8531, Japan

By: (Signature and Corporate Seal)

Name: Yoshiharu Suzuki

Title: Executive Director

Date: September 15, 2004

Simuline: Simuline Inc.
461-28, Jeonmin-dong, Yusung-gu,
Daejeon, Korea

By: (Signature and Corporate Seal)

Name: Kim Eui Sok

Title: President

Date: September 15, 2004

Kim: Kim Eui Sok
Hanvit Apt. 129-806 Eoeun-dong 99
Daejeon, Yuseong-gu, Seoul, Korea

By: (Signature and Personal Seal)

Name: Kim Eui Sok

Date: September 15, 2004

EXHIBIT

Excerpt

No. 5 Patent

Area	U.S.A (PCT)
Subject	Motion Simulator
Status	Registered
Patent or Application/Registration No.	US6,592,374 B1 (PCT/KR00/00600)
Date of Patent/Registration	Jul. 15, 2003
Description	Motion Simulator, Inverted Motion Simulator
Applicant or Registrant	Kim Eui Sok

No. 7 Patent

Area	Overseas PCT (U.S.A., Europe, Japan, China)
Subject	Motion Simulator (Cycraft)
Status	Applied
Patent or Application/Registration No.	PCT/KR02/02246
Date of Patent/Registration	Nov. 29, 2002
Description	Motion Simulator, Cycraft Structure
Applicant or Registrant	Kim Eui Sok

No. 8 Patent

Area	U.S.A (PCT)
Subject	Motion Simulator (Cycraft)
Status	Applied,
Patent or Application/Registration No.	Application Serial No. 10/855,643 (PCT/KR02/02246)
Date of Patent/Registration	May 28, 2004
Description	Motion Simulator, Cycraft Structure
Applicant or Registrant	Kim Eui Sok

CERTIFICATION

I, Ryosuke Ito, a Japanese attorney at law residing at 1-37-28, Imbina-cho, Chofu-shi, Tokyo, 182-0004 Japan, do hereby certify that I am conversant with the English and Japanese language, and I further certify that to the best of my knowledge and belief that the attached English translation is a true and correct translation of the attached Japanese language document.

Date:

March 17, 2005

Signature:

Ryosuke Ito
Ryosuke Ito