

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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):**

Comerica Bank

Execution Date(s) July 27, 2004

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

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

Name: George Kasee

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

Street Address: 917 Challenger

City: Austin

State: Texas

Country: USA

Zip: 78734

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

**3. Nature of conveyance:**

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

10/727,098

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: H. Lisa Calico

Internal Address: Wong Cabello LLP

Street Address: P.O. Box 685108

City: Austin

State: TX

Zip: 78768-5108

Phone Number: (512) 473-2550

Fax Number: (512) 473-2555

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

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

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- 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 \_\_\_\_\_

b. Deposit Account Number 501922/501-0007US

Authorized User Name H. Lisa Calico

**9. Signature:**

*H. Lisa Calico*

Signature

11-14-05

Date

H. Lisa Calico

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

CH \$40.00 501922 10727098

## BILL OF SALE

### RECITALS:

On January 31, 2002, (a) Austin Innovations, Inc., a Delaware corporation (the "Debtor"), BKL, Inc., a Delaware corporation now known as Eluminate, Inc. ("BKL") and Comerica Bank (the "Secured Party") executed and entered into that certain Security Agreement (All Assets), and (b) Debtor and Secured Party executed and entered into that certain Security Agreement (Intellectual Property-Austin Innovations) (collectively the "Security Agreements") to secure unto Secured Party, among other indebtedness and obligations described therein, payment of all loans and other obligations governed by that certain Amended and Restated Credit Agreement and Advance Formula Agreement both dated January 31, 2002, and executed by and among Secured Party, Debtor and BKL, as amended by that certain First Amendment of Amended and Restated Credit Agreement and Advance Formula Agreement dated effective November 1, 2002, by and among Secured Party, Debtor and BKL. The Security Agreement covers and affects, among other property, the personal property of Debtor described on Exhibit A attached hereto and hereby made a part hereof (the "Austin Innovations Property").

One or more defaults in the obligations secured by the Security Agreement have occurred and remain uncured as of the effective date hereof. As a result of the continuing status of said default(s), Secured Party has exercised its rights under the Security Agreement and § 9.610 of the Texas Business and Commerce Code and sold all of the right, title and interest of Debtor in and to the Property pursuant to a private disposition of the Austin Innovations Property as of the effective date of this Bill of Sale. At such private disposition, the Transferee named below was the successful purchaser of the Austin Innovations Property, and as a result, Transferee has acquired, as of the effective date of this Bill of Sale, all of the right, title and interest of Debtor in and to the Austin Innovations Property. This Bill of Sale is intended to formally evidence Transferee's purchase and acquisition of all the right, title and interest of Debtor in and to the Austin Innovations Property.

### TRANSFER:

NOW, THEREFORE, know all men by these presents, that Secured Party, as GRANTOR, by virtue of the powers vested in me under the Security Agreement and applicable law, and in consideration of the premises and the payment by George Kasee, as TRANSFEEE, [REDACTED]

[REDACTED] the receipt of which is hereby acknowledged (which consideration has been applied in accordance with the requirements of the Security Agreement and applicable law), has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Transferee all right, title and interest of Debtor in and to the Austin Innovations Property.


Secured Party agrees to perform, at Buyers sole cost and expense, any further act and execute and deliver any further document which may be reasonably necessary to carry out the terms and provisions of this Agreement, including, but not limited to, assignments or releases of patents, patent applications and like protections, and trademarks or servicemark rights, whether registered

or not, applications to register and registrations of the same and like protections.

Secured Party and Transferee acknowledge and agree that there is no warranty relating to title, possession, quiet enjoyment or the like in the disposition of the Austin Innovations Property evidenced hereby. In furtherance of the foregoing, Secured Party and Transferee agree that Secured Party has executed this Bill of Sale and transferred the Austin Innovations Property, and Transferee has accepted this Bill of Sale and purchased the Austin Innovations Property, ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE AUSTIN INNOVATIONS PROPERTY OR THE ABOVE-DESCRIBED PUBLIC OR PRIVATE DISPOSITION, WHETHER EXPRESS, IMPLIED OR STATUTORY, IT BEING THE INTENTION OF SECURED PARTY AND TRANSFEREE TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE AUSTIN INNOVATIONS PROPERTY OR BY ANY SAMPLE OR MODEL, AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE TEXAS UNIFORM COMMERCIAL CODE OR ANY OTHER APPLICABLE LAW, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND NEGATED BY SECURED PARTY.

IN TESTIMONY WHEREOF, this instrument is executed effective as of July 27, 2004.

COMERICA BANK

By:   
Name: Charles R. Bowman  
Title: Vice President - Western Division

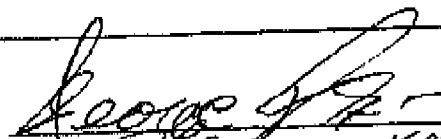

By:   
Name: George Kase  
Title: 

Exhibit A - Description of Austin Innovations Property

**EXHIBIT A****Description of Austin Innovations Property**

All of the following property that Austin Innovations, Inc. (the "Debtor") owns or has an interest in at the time of such private sale, wherever located:

(a) all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts, general intangibles, chattel paper (including without limit electronic chattel paper and tangible chattel paper), contract rights, deposit accounts, documents, instruments and rights to payment evidenced by chattel paper, documents or instruments, health care insurance receivables, commercial tort claims, letters of credit, letter of credit rights, supporting obligations, and rights to payment for money or funds advanced or sold);

(b) all Inventory;

(c) all Equipment and Fixtures (excluding, that one (1) certain Model 500 Steel Rule Die System that is covered by that certain UCC-Financing Statement filed against Debtor by Wells Fargo Equipment Finance, Inc., as secured party, under Financing Statement No. 99-00111879 in the UCC Records of the Texas Secretary of State);

(d) all investment property (including, without limitation, securities, securities entitlements and financial assets);

(e) all goods, instruments (including, without limitation, promissory notes), documents (including, without limitation, negotiable documents), policies and certificates of insurance, deposit accounts, and money, investment property or other property (except real property which is not a fixture) which are now in possession or control of Bank, or as to which Bank now controls possession by documents or otherwise;

(f) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");

(g) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products nor or hereafter existing, created, acquired or held;

(h) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;

(i) All patents, patent applications and like protections including, without

limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(j) Any trademark or servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks (collectively, the "Trademarks");

(k) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(l) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(m) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(n) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(o) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.

Except as otherwise provided in this notice, all capitalized terms used herein shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Texas Business and Commerce Code, as amended.