

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MedPresence Corporation | 01/01/2006 |
| RECEIVING PARTY DATA | |
| Name: | Red River Resources, Inc. |
| Street Address: | 2850 East Camelback Road, Suite 330 |
| City: | Phoenix |
| State/Country: | ARIZONA |
| Postal Code: | 85016 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 10371823 |
| CORRESPONDENCE DATA | |
| Fax Number: | (480)994-9025 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 480.994.9859 |
| Email: | dnoblitt@ngtechlaw.com |
| Correspondent Name: | Daniel J. Noblitt |
| Address Line 1: | 4800 North Scottsdale Road, Suite 6000 |
| Address Line 4: | Scottsdale, ARIZONA 85281 |
| ATTORNEY DOCKET NUMBER: | RRR.0002 |
| NAME OF SUBMITTER: | Daniel J. Noblitt |
| Total Attachments: 7 source=RRR-0002_2006-05-18_Security-Agreement#page1.tif source=RRR-0002_2006-05-18_Security-Agreement#page2.tif source=RRR-0002_2006-05-18_Security-Agreement#page3.tif source=RRR-0002_2006-05-18_Security-Agreement#page4.tif source=RRR-0002_2006-05-18_Security-Agreement#page5.tif | |

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PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT January 1, 2006, made by MedPresence Corporation, a Delaware corporation (the "Pledgor") to Red River Resources, Inc., an Arizona corporation (the "Pledgee").

WITNESSETH:

WHEREAS, the Pledgor has executed a Secured Promissory Note (the "Note") evidencing the purchase price for certain technology pursuant to an Asset Purchase Agreement of even date in the amount of \$1,250,000; all defined terms used herein and not otherwise defined shall have the meanings specified in the Asset Purchase Agreement;

WHEREAS, it is a condition precedent to the making of the Loan that the Pledgor shall grant the security interest contemplated by this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to induce the Pledgee to make the Loan, the Pledgor hereby agrees with the Pledgee as follows:

Section 1. Grant of Security. The Pledgor hereby grants to the Pledgee, to secure the Secured Obligations (as defined below), a security interest in and lien upon, all of the Pledgor's right, title and interest in and to all of the Pledgor's assets described on Exhibit A hereto, including any license or sublicense granted by Pledgor therein, whether now owned or hereafter acquired by the Pledgor, wherever located, and whether now or hereafter existing or arising (collectively, the "Collateral").

Section 2. Security for Obligations. This Agreement secures the payment by the Pledgor of the outstanding principal under the Note, and, without duplication, any damages (in an amount not to exceed the amount of any unpaid principal) that may become payable in any contract causes of action for payment of such principal (the "Secured Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations of the Pledgor and would be owed by the Pledgor under the Note but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Pledgor or any of the Pledgor's Subsidiaries.

Section 3. Release of Security. As of the date of the repayment of the Obligations, the security interest granted hereby shall terminate.

Section 4. Pledgor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Pledgor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Pledgee of any of the rights hereunder shall not release the Pledgor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Pledgee shall have no obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Pledgee be obligated to perform any of the obligations or duties of the Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 5. Representations and Warranties. The Pledgor represents and warrants as follows:

(a) Pledgor owns or has the right to use the Collateral free and clear of any lien, security interest, option or other charge or encumbrance. No effective financing statement or other document similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of the Pledgee relating to this Agreement.

(b) This Agreement has been duly executed and delivered by the Pledgor and is a valid and binding obligation of the Pledgor, enforceable against the Pledgor in accordance with its terms.

(c) The execution and delivery by the Pledgor of this Agreement and the performance of its obligations hereunder are within the Pledgor's corporate authority and do not contravene any law, regulation, order applicable to the Pledgor or any of its properties or assets or contractual restriction which does not and will not, individually or in the aggregate have a material adverse effect on the business, prospects or condition (financial or otherwise) of the Pledgor.

(d) The Pledge and grant of the Collateral pursuant to this Pledge Agreement and the filing of an appropriate financing statement with the Delaware Secretary of State pursuant to the Uniform Commercial Code (the "UCC") creates a valid and perfected priority security interest in the Collateral in favor of the Pledgee, securing the payment of all of the Secured Obligations.

Section 6. Further Assurances

(a) The Pledgor agrees that from time to time the Pledgor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Pledgee may reasonably request, in order to perfect and protect any pledge, assignment or security interest granted or purported to be granted hereby or to enable the Pledgee to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, the Pledgor will: (i) deliver and pledge to the Pledgee promptly upon receipt thereof all instruments or certificates representing or evidencing any of the Collateral duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Pledgee; and (ii) execute such other instruments or notices, as may be necessary or desirable, or as the Pledgee may reasonably request, in order to perfect and preserve the pledge, assignment and security interest granted or purported to be granted hereby.

(b) The Pledgor hereby authorizes the Pledgee to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of the Pledgor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) The Pledgor will furnish to the Pledgee from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Pledgee may reasonably request, all in reasonable detail.

(d) The Pledgor agrees to defend the title of the Collateral and the lien thereon of the Pledgee against the claim of any other person and to maintain and preserve such lien until payment in full of all of the Obligations.

Section 7. Transfers and Other Liens. Pledgor shall not (a) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral. Pledgor may license or sublicense such Collateral, but Pledgor hereby grants to Pledgee a security interest in, and lien upon, all rights of Pledgor under any such license or sublicense.

Section 8. Pledgee Appointed Attorney-in-Fact. Effective upon an Event of Default, the Pledgor hereby irrevocably appoints the Pledgee the Pledgor's attorney-in-fact, with full authority in the place and stead of the Pledgor and in the name of the Pledgor or otherwise, from time to time in the Pledgee's discretion, to take any action and to execute any instrument that the Pledgee may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral,

(b) To receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above, and

(c) To file any claims or take any action or institute any proceedings that the Pledgee may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Pledgee with respect to any of the Collateral.

Section 9. Pledgee May Perform. If the Pledgor fails to perform any agreement contained herein, the Pledgee may itself perform, or cause performance of, such agreement, and the expenses of the Pledgee incurred in connection therewith shall be payable by the Pledgor.

Section 10. Pledgee's Duties. The powers conferred on the Pledgee hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Pledgee shall have no duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not the Pledgee has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. The Pledgee shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which the Pledgee accords its own property.

Section 11. Remedies. If any Event of Default shall have occurred and be continuing:

(a) The Pledgee may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC in effect in the State of Arizona at that time (whether or not the UCC applies to the affected Collateral), and also may (i) require the Pledgor to, and the Pledgor hereby agrees that it will at its expense and upon request of the Pledgee forthwith, assemble all or part of the Collateral as directed by the Pledgee and make it available to the Pledgee at a place to be designated by the Pledgee which is reasonably convenient to both parties and (ii) without notice except as specified below, sell or, to the extent permitted by applicable law, purchase the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Pledgee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Pledgee may deem commercially reasonable. The Pledgor agrees that, to the extent notice of sale shall be required by law, at least 10 business days' notice to the Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Pledgee shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Pledgee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by the Pledgee as Collateral and all cash proceeds received by the Pledgee in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of the Pledgee, be held by the Pledgee as collateral for, and then or at any time thereafter be applied in whole or in part by the Pledgee against, all or any part of the Obligations in such order as the Pledgee shall elect. Any surplus of such cash or cash proceeds held by the Pledgee and remaining after payment in full of all the Obligations shall be paid over to the Pledgor or to whomsoever may be lawfully entitled to receive such surplus.

Section 12. Amendments. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Pledgor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Pledgee.


Section 13. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the payment in full of the Secured Obligations, (b) be binding upon the Pledgor, its successors and assigns and (c) inure to the benefit of, and be enforceable by, the Pledgee and its successors, transferees and assigns.

IN WITNESS WHEREOF, the Pledgor has duly executed and delivered this Agreement, and the Pledgee has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first above written.

PLEDGOR
MedPresence Corporation, a Delaware
corporation

PLEDGEE
Red River Resources, Inc., an Arizona
corporation, as Agent for Lenders

By: David Allen
Its: Chairman and Chief Executive Officer

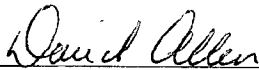


Karl Eller, Chairman

IN WITNESS WHEREOF, the Pledgor has duly executed and delivered this Agreement, and the Pledgee has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first above written.

PLEDGOR
MedPresence Corporation, a Delaware
corporation

PLEDGEE
Red River Resources, Inc., an Arizona
corporation, as Agent for Lenders



By: David Allen
Its: Chairman and Chief Executive Officer

Karl Eller, Chairman

Exhibit A

Collateral Description

All right title and interest of Pledgor/Debtor in and to the technologies and intellectual property described in the United States patent application filed by TeleSuite Corporation, a Delaware corporation on February 21, 2003, and more particularly described as follows:

United States Patent Application Number TEL 052 P2, for "SYSTEM AND METHOD FOR OPTIMAL TRANSMISSION OF A MULTITUDE OF VIDEO PICTURES TO ONE OR MORE DESTINATIONS,"

in the United States and all foreign countries, together with any related applications or rights, including all rights to practice the invention represented thereby, any patent now or hereafter issued pursuant to such application, including all provisional, nonprovisional, reexamination, foreign, PCT, divisions, continuations, reissues, continuations-in-part and substitutions thereof, or other patent application or like document or right, plus all priority rights for patent applications foreign to the United States of America, including any right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, and including any joint inventorship or ownership claims therein or rights to receive an assignment thereof, and any royalties or licenses associated therewith, (collectively, the "Technology"); together with all rights of Pledgor/Debtor in any licenses or sublicenses of the Technology, and all proceeds thereof.