

09-13-2006



ET

103306550

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

RE MRD 9/11/06

1. Name of conveying party(ies)

Edward Sax

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

2. Name and address of receiving party(ies)

Name: Darlyne Koss

Internal Address: 14751 S.W. 176 Terr.

Miami, FL., 33176

Street Address: 14751 S.W. 176 Terr.

Miami, FL., 33176

City: _____

State: _____

Country: _____ Zip: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/21/05

Assignment

Merger

Security Agreement

Change of Name

Joint Research Agreement

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)

B. Patent No.(s)

US 6,848,676 B2

Additional numbers attached? Yes No

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

Name: _____

DAVID LEE CARLSON, P.A.

Internal Address: 8180 N.W. 36th ST. SUITE 100

MIAMI, FLA. 33186

TELEPHONE(305)592-0733

FAX(305)592-9899

E-MAIL:NOLESON@AOL.COM

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: two

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

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 _____

Authorized User Name _____

00000153 6848676 40.00 00

9. Signature: _____

Edward Sax

Signature

Date

11-21-05

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

08/03/2006 14:00:00 01 FC: 0021

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is made as of this 21 day of November, 2005 (the "Effective Date") by and between Edward Sax ("Debtor") and Darlyne Koss ("Secured Party").

WITNESSETH:

WHEREAS, Debtor has delivered to Secured Party a promissory note, of even date herewith, in the original principal amount of One hundred eighty thousand dollars (\$180,000.00) (such note and any substitutions therefore are herein referred to as the "Note");

WHEREAS, the Note evidences a debt owed to Secured Party.

WHEREAS, Debtor has agreed to execute and deliver this Security Agreement and grant Secured Party a security interest, as defined in Article 9 of the Uniform Commercial Code, as enacted in the State of Florida, in certain collateral, as security for the Note.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Recitals. the foregoing Recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety.

2. Security Interest. As collateral security for the payment of all of the indebtedness and liabilities of Debtor owing to or in favor of Secured Party under the Note, as amended or otherwise modified from time to time, whether for principal, interest or expenses (such indebtedness and other obligations being hereinafter called the "Obligations"), Debtor hereby pledges, assigns and hypothecates to Secured Party, and grants to Secured Party, a security interest in all of the following and any and all proceeds (as defined in Article 9 of the Uniform Commercial Code) arising therefrom (all such Sales and proceeds being referred to herein as the "Collateral"):

U.S. Patent no: US 6,826,818 B2
U.S. Patent no: US 6,848, 676 B2

3. Security for Obligations. This Security Agreement and the grant of the security interest in the Collateral granted hereunder is made with Secured Party as security for the Obligations for the benefit of Secured Party, all as contemplated by the recitals hereto and paragraph 2 hereof.

4. Event of Default. The following shall be an Event of Default under this Agreement, entitling Secured party to seek the remedies provided for in paragraph 5 below:

(a) Default under Note. The failure to make any payment required under the Note within five (5) days of the date when due;

(b) Default under this Security Agreement. Any default under this Security Agreement.

5. Remedies in Case of an Event of Default. Upon the occurrence of an Event of Default, Secured Party shall have the following rights and remedies (to the extent permitted by applicable law), in addition to the rights and remedies granted to Secured Party in the Note, as well as those of a secured party under the Uniform Commercial Code as enacted in the State of Florida, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

(a) Realization and Disposition of Collateral. Secured Party may demand, sue for, collect or make any compromise or settlement which Secured party deems suitable in respect of any Collateral. Secured Party may take possession of, sell, resell, assign and deliver, or otherwise dispose of any or all of the Collateral, for cash and/or credit, upon such terms as are reasonable, and at such place or places and to such persons, firms, companies

or corporations as Secured Party thinks expedient, provided that Secured Party give notice to Debtor of the time and place of public or private sale. Debtor hereby agrees that the sending of ten (10) days notice by first class mail, postage prepaid, to Debtor pursuant to the Notice Provisions of paragraph 10 (a) below of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof.

(b) Enforcement of Rights. Secured party may enforce its rights hereunder without the necessity of any judicial or other hearing and without compliance with any other condition, unless such condition is hereafter imposed by statute or rule of law. If any of the Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same and in such event Secured Party may resell such Collateral. Secured Party may buy any part or all of the Collateral at any public sale and if any part or all of the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Secured Party may buy at a private sale and may make payments therefor by any means. Secured Party may apply the cash proceeds actually received from any sale or other disposition to the reasonable expenses which may be incurred by Secured Party in attempting to collect the Obligations or to enforce this Security Agreement and then to the Obligations in such order as to principal or interest remaining unpaid, and any surplus shall be paid to Debtor.

6. Transfer, etc. by Debtor. Without the prior written consent of Secured Party, Debtor will not sell, assign, transfer or otherwise dispose of, grant any option with respect to, or pledge or grant any security interest in or otherwise encumber any of the Collateral.

7. Further Assurances. Debtor will do all such acts, and will furnish to Secured Party all such financing statements, certificates, opinions and other documents, and will do or cause to be done all such things as Secured Party may reasonably require in order to give full effect to this Security Agreement.

8. Termination. Upon the payment in full of the Obligations in accordance with their terms, then, and in such event, this Security Agreement shall terminate and Debtor shall be entitled to the return of such of the Collateral in the possession or control of Secured Party as have not theretofore been disposed of pursuant to the provisions hereof.

10. Miscellaneous.

(a) Notices. Any notices required to be given pursuant to this Agreement shall be deemed received upon delivery, if hand delivered, or on the second business day after mailing, if such notice is sent by (i) United States Registered Mail, (ii) United States Certified Mail, or (iii) nationally recognized courier service (such as Federal Express), to the parties at the following addresses or at such other addresses as any of the parties may hereafter specify in the same manner:

If to Debtor: 8180 NW 36 St., # 100, Miami, FL., 33166

If to Security Party: 14751 SW 176 Terr, Miami, FL., 33187

(b) Waiver; Subsequent Modification. Except as expressly provided herein, no waiver by any party or any failure or refusal of the other party to comply with its obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply by such other party. No waiver or modification of the terms hereof shall be valid unless in writing and signed by the party to be charged and then only to the extent therein set forth.

(d) Governing Law; Venue. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of this Security Agreement shall be Broward County, Florida.

(e) Cumulative Remedies. Unless expressly provided otherwise herein, the remedies of the parties provided for herein shall be cumulative and concurrent, and may be pursued singularly, successively or

together, at the sole discretion of the party for whose benefit such remedy is provided, and may be exercised as often as occasion therefor shall arise.

(f) Parties Not Partners. Nothing contained in this Security Agreement, or any of the documents to be executed pursuant hereto, shall operate to make Secured Party or any of its successors, administrators or assigns a partner(s) with, agent(s) for, or principal(s) of Debtor, its successors or assigns and vice versa.

(g) Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Security Agreement the prevailing party in such action or proceeding, shall be entitled to recover from the other party thereto the reasonable attorneys' fees, including one or more appeals, court costs, filing fees, publication fees and other expenses incurred by the prevailing party.

or corporations as Secured Party thinks expedient, provided that Secured Party give notice to Debtor of the time and place of public or private sale. Debtor hereby agrees that the sending of ten (10) days notice by first class mail, postage prepaid, to Debtor pursuant to the Notice Provisions of paragraph 10 (a) below of the time and place of any public sale or of the time after which any private sale or other intended disposition is to be made, shall be deemed reasonable notice thereof.

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7. Further Assurances. Debtor will do all such acts, and will furnish to Secured Party all such financing statements, certificates, opinions and other documents, and will do or cause to be done all such things as Secured Party may reasonably require in order to give full effect to this Security Agreement.

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together, at the sole discretion of the party for whose benefit such remedy is provided, and may be exercised as often as occasion therefor shall arise.

(f) Parties Not Partners. Nothing contained in this Security Agreement, or any of the documents to be executed pursuant hereto, shall operate to make Secured Party or any of its successors, administrators or assigns a partner(s) with, agent(s) for, or principal(s) of Debtor, its successors or assigns and vice_versa.

(g) Attorneys' Fees, Costs and Expenses. In any action or proceeding arising out of this Security Agreement the prevailing party in such action or proceeding, shall be entitled to recover from the other party thereto the reasonable attorneys' fees, including one or more appeals, court costs, filing fees, publication costs and other expenses incurred by the prevailing party.

(h) Representations and Warranties. The undersigned personally represents and warrants to Secured Party that the undersigned is the authorized representative of Debtor and has all authority required, whether corporate, partnership or otherwise, which is necessary to bind the Secured Party to the terms and conditions of both the Note and this Security Agreement.


(i) WAIVER OF JURY TRIAL. DEBTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY AND ALL MATERS THAT MAY ARISE OUT OF THIS SECURITY AGREEMENT. EXCEPT AS PROHIBITED BY LAW, NEITHER THE SECURED PARTY NOR DEBTOR SHALL SEEK A JURY TRIAL IN ANY LAWSUIT PROCEEDING OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS SECURITY AGREEMENT, THE COLLATERAL OR THE RELATIONSHIP BETWEEN THE SECURED PARTY AND DEBTOR. IF THE SUBJECT MATTER OF ANY SUCH LAWSUIT IS ONE IN WHICH THE WAIVER OF A JURY TRIAL IS PROHIBITED, NEITHER THE SECURED PARTY NOR DEBTOR WILL PRESENT AS A COUNTERCLAIM IN SUCH LAWSUIT, ANY CLAIM ARISING OUT OF THIS SECURITY AGREEMENT. FURTHERMORE, NEITHER THE SECURED PARTY NOR DEBTOR WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

(j) Captions. The title of this Security Agreement and the headings of the various articles, sections and subsections of this Security Agreement have been inserted only for the purposes of convenience, are not part of this Security Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Security Agreement.

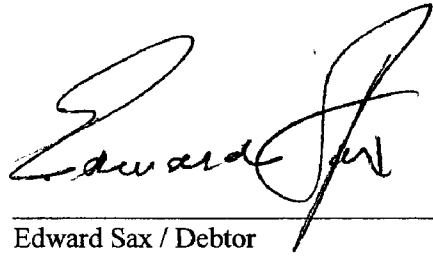
(k) Entire Agreement. Except as otherwise expressly provided herein, the Note and this Security Agreement, constitutes the entire agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior or contemporaneous contracts, promises, representations, warranties and statements, whether written or oral, with respect to such matters.

IN WITNESS WHEREOF, the undersigned has duly executed this Security Agreement as of the day and year first above written.


Signed, sealed and delivered
in the present of:



Jont Waef



Edward Sax / Debtor



Jont Waef



Darlyne Koss