

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
820 TECHNOLOGIES, LLC	09/28/2006
RECEIVING PARTY DATA	
Name:	CUMBERLAND 2006, L.P.
Street Address:	6628 Bryant Irvin Road
Internal Address:	Suite 150
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76132
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10864513
CORRESPONDENCE DATA	
Fax Number:	(214)969-1751
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214) 969-1700
Email:	Yanela.Carpenter@tklaw.com
Correspondent Name:	THOMPSON & KNIGHT
Address Line 1:	1700 Pacific Avenue
Address Line 2:	Suite 3300
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	511146.2
NAME OF SUBMITTER:	Taylor Robertson

CH \$40.00 10864513

Total Attachments: 8  
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**PATENT**

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PATENT SECURITY AGREEMENT

(PATENTS, PATENT APPLICATIONS AND PATENT LICENSES)

WHEREAS, 820 Technologies, LLC, a Texas limited liability company (herein called "Grantor") owns certain "Patents" (as defined below) and is a party to certain "Patent Licenses" (as defined below); and

WHEREAS, Grantor, has executed in favor of Cumberland 2006, L.P., a Texas limited partnership (herein called "Grantee") that certain promissory note of even date herewith, payable to the order of Grantee in the principal amount of \$1,000,000.00 (such promissory note, as from time to time amended, and all promissory notes given in substitution, renewal or extension therefore or thereof, in whole or in part, being herein collectively called the "Note"), and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith between Grantor and Grantee (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement"), Grantor has granted to Grantee for the benefit of Grantee and Lenders a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Secured Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing or hereafter acquired or arising:

- (a) each Patent (including each design patent and patent application) in which Grantor has any interest;
- (b) each Patent License; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent (including without limitation any design patent and any Patent issuing from any application referred to in Schedule 1 hereto) and all rights and benefits of Grantor under any Patent License.

As used herein:

"Patent License" means any license or other agreement, whether now or hereafter in existence, under which is granted or authorized any right with respect to any Patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or

application for patent on such invention may come into existence, including without limitation the agreements identified in Schedule 1 hereto.

“Patents” means all the following: (a) all letters patent and design letters patent of the United States or any other country and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including without limitation those described in Schedule 1 hereto, (b) all reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof, (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (d) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

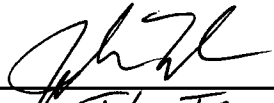
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee’s discretion, so long as any “Default” (as defined in the Note) has occurred and is continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Patent Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of September, 2006.

820 TECHNOLOGIES, LLC

By:   
Name: John Trampala  
Title: CEO

Acknowledged:

CUMBERLAND 2006, L.P.

By: Cumberland Capital Corporation,  
Its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the \_\_\_\_ day of September, 2006.


820 TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

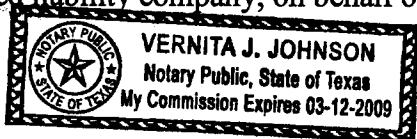
CUMBERLAND 2006, L.P.

By: Cumberland Capital Corporation,  
Its General Partner

By:  \_\_\_\_\_  
Name: W. Harrison Russell  
Title: VP

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 28, 2006 by John Templer, \_\_\_\_\_ of 820 Technologies, LLC, a Texas limited liability company, on behalf of said limited liability company.



Vernita J. Johnson  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on September \_\_\_\_, 2006 by \_\_\_\_\_ of Cumberland Capital Corporation, a Texas corporation, on behalf of said corporation, on behalf of Cumberland 2006, L.P., a Texas limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on September \_\_, 2006 by \_\_\_\_\_ of 820 Technologies, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF Tarrant §



This instrument was acknowledged before me on September 28, 2006 by W. HARWOOD RUNNER, Vice President of Cumberland Capital Corporation, a Texas corporation, on behalf of said corporation, on behalf of Cumberland 2006, L.P., a Texas limited partnership.

Tracy Constant  
\_\_\_\_\_  
Notary Public, State of Texas



Schedule 1  
to Patent  
SECURITY AGREEMENT

PATENTS

U.S. Patent Applications

<u>Serial No.</u>	<u>Date Filed</u>	<u>Title</u>
10/864,513	June 10, 2004	Monitoring Transactions by Non-account Holder

EXCLUSIVE PATENT LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
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