

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
YOTTAYOTTA, INC.	12/15/2006

RECEIVING PARTY DATA

Name:	1172038 ALBERTA ULC
Street Address:	4028 Marlowe
City:	Montreal, QC
State/Country:	CANADA
Postal Code:	H4A 3M2

Name:	Pryces (Barbados) Ltd. (c/o US Ventures)
Street Address:	40 William Street, Suite G-20
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481

Name:	TechnoAnge, Inc.
Street Address:	4028 Marlowe
City:	Montreal, QC
State/Country:	CANADA
Postal Code:	H4A 3M2

Name:	Banc of America Strategic Investments Corporation
Street Address:	600 Montgomery Street, CA5-801-15-25
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111-2702

Name:	Barton Shigemura
Street Address:	5391 Blackhawk Drive

CH \$680.00 6148414

PATENT

500255762

REEL: 019140 FRAME: 0340

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State/Country:	CALIFORNIA
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Street Address:	6020-104th Street
City:	Edmonton, AB
State/Country:	CANADA
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PROPERTY NUMBERS Total: 17

Property Type	Number
Patent Number:	6148414
Patent Number:	6912668
Application Number:	11082178
Application Number:	10006929
Application Number:	09815824
Application Number:	11031628
Application Number:	10198728
Application Number:	10291849
Application Number:	10302716
Application Number:	11261943
Patent Number:	5875456
Application Number:	11177924
Application Number:	10913008
Application Number:	60699935
Application Number:	11486754
Application Number:	60773401
Patent Number:	6857059

CORRESPONDENCE DATA

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PATENT

REEL: 019140 FRAME: 0341

ATTORNEY DOCKET NUMBER:	64329-0014-027-0001-CA
NAME OF SUBMITTER:	Elisabeth A. Langworthy
<p>Total Attachments: 37</p> <p>source=YOTTAYOTTA#page1.tif</p> <p>source=YOTTAYOTTA#page2.tif</p> <p>source=YOTTAYOTTA#page3.tif</p> <p>source=YOTTAYOTTA#page4.tif</p> <p>source=YOTTAYOTTA#page5.tif</p> <p>source=YOTTAYOTTA#page6.tif</p> <p>source=YOTTAYOTTA#page7.tif</p> <p>source=YOTTAYOTTA#page8.tif</p> <p>source=YOTTAYOTTA#page9.tif</p> <p>source=YOTTAYOTTA#page10.tif</p> <p>source=YOTTAYOTTA#page11.tif</p> <p>source=YOTTAYOTTA#page12.tif</p> <p>source=YOTTAYOTTA#page13.tif</p> <p>source=YOTTAYOTTA#page14.tif</p> <p>source=YOTTAYOTTA#page15.tif</p> <p>source=YOTTAYOTTA#page16.tif</p> <p>source=YOTTAYOTTA#page17.tif</p> <p>source=YOTTAYOTTA#page18.tif</p> <p>source=YOTTAYOTTA#page19.tif</p> <p>source=YOTTAYOTTA#page20.tif</p> <p>source=YOTTAYOTTA#page21.tif</p> <p>source=YOTTAYOTTA#page22.tif</p> <p>source=YOTTAYOTTA#page23.tif</p> <p>source=YOTTAYOTTA#page24.tif</p> <p>source=YOTTAYOTTA#page25.tif</p> <p>source=YOTTAYOTTA#page26.tif</p> <p>source=YOTTAYOTTA#page27.tif</p> <p>source=YOTTAYOTTA#page28.tif</p> <p>source=YOTTAYOTTA#page29.tif</p> <p>source=YOTTAYOTTA#page30.tif</p> <p>source=YOTTAYOTTA#page31.tif</p> <p>source=YOTTAYOTTA#page32.tif</p> <p>source=YOTTAYOTTA#page33.tif</p> <p>source=YOTTAYOTTA#page34.tif</p> <p>source=YOTTAYOTTA#page35.tif</p> <p>source=YOTTAYOTTA#page36.tif</p> <p>source=YOTTAYOTTA#page37.tif</p>	

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 15th day of December, 2006.

TO: **1172038 ALBERTA ULC**, a legal person duly constituted under the laws of Alberta;

AND: **PRYCES (BARBADOS) LTD. (C/O US VENTURES)**, a legal person existing under the laws of Barbados;

AND: **TECHNOANGE INC.**, a legal person existing under the laws of Canada;

AND: **BANC OF AMERICA STRATEGIC INVESTMENTS CORPORATION**, a legal person duly constituted under the laws of Delaware;

AND: **BARTON SHIGEMURA**

AND: **WAYNE KARPOFF**

(collectively, the "**Lender**")

GRANTED BY: **YOTTAYOTTA, INC.** a legal person duly constituted under the laws of New Brunswick and extra-provincially incorporated in Alberta;

(the "**Borrower**")

having its principal office or place of business at:

**6020 – 104 Street
Edmonton, Alberta
T6H 5S4**

ARTICLE 1 DEFINITIONS

1.1 Defined Terms

Unless the context otherwise requires or unless otherwise specified, all the terms used in this Agreement without initial capitals which are defined in the *Personal Property Security Act* (Alberta) (the "PPSA"), have the same meanings in this Agreement as in the PPSA.

1.2 Definitions

Wherever used in this Agreement, the following words and terms have the meanings set out below:

"Account Debtor" means any Person who becomes obligated to the Borrower under, with respect to, or on account of, an Account Receivable;

"Accounts Receivable" means all "accounts", as such term is defined in the PPSA, now or in the future owned by the Borrower, and includes without limitation, all accounts receivable, other receivables, book debts, claims and other forms of monetary obligation now or in the future owned, received or acquired by, or belonging or owing to, the Borrower, whether arising out of goods sold or services rendered by it, or from any other transaction, and "Account Receivable" means any one of them;

"Business Day" means any day, other than a Saturday or Sunday, on which banks in Edmonton, Alberta or Montréal, Québec are generally open for commercial banking business during normal banking hours;

"Chattel Paper" means all or any part of any present or future interest of the Borrower in chattel paper;

"Contracts" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, whether written or unwritten, to which the Borrower is now or subsequently a party or has a benefit, right, or in which the Borrower now or subsequently has an interest;

“Documents of Title” means all or any part of any documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Borrower now or subsequently has an interest;

“Equipment” means all goods in which the Borrower now or subsequently has an interest other than Inventory or consumer goods and any part of such Inventory or consumer goods, including, without limitation, all tools, apparatus, fixtures, plant, machinery and furniture;

“Instruments” means all or any part of any letters of credit, advices of credit, electronic notation held at CDS and other instruments in which the Borrower now or subsequently has an interest;

“Intangibles” means all intangible property of whatever kind in which the Borrower now or subsequently has an interest, including, without limitation, all of the Borrower’s rights under Contracts, Intellectual Property Rights, Technical Information, permits, quotas;

“Intellectual Property Rights” means all trade-marks, trade-names, brands, trade dress, business names, uniform resource locators (“URL”), domain names, tag lines, designs, graphics, logos and other commercial symbols and indicia of origin, goodwill, patents and inventions, copyrights, industrial designs, and other intellectual property rights, whether registered or not or the subject of a pending application for registration, owned by or licensed to the Borrower, including, without limitation, the Intellectual Property Rights listed in Schedule A attached hereto and which forms an integral part herewith;

“Inventory” means all inventory (as defined in the PPSA), including without limitation, raw materials, works-in-progress, finished goods and by-products, spare parts, operating supplies, packing, shipping and packaging materials of or relating to the business of the Borrower;

“ITA” means *Income Tax Act* (Canada);

“Laws” means – applicable laws (including common law and equity), statutes, by-laws, instruments, permits, certificates of approval, rules, regulations, orders, directives,

ordinances or judgments, made in each case by a governmental authority, and having the force of law;

“Liens” means mortgages, pledges, liens, hypothecs, charges, security agreements or other encumbrances or other arrangements that in substance secure payment or performance of an obligation, statutory and other non-consensual liens or encumbrances and includes lease, title retention agreements, restrictions, development or similar agreements, rights-of-way, title defect, adverse claims or interests, trusts or deemed trusts, options to acquire or the interests of a vendor or lessor under any conditional sale agreement or capital lease, and **“Lien”** means any one of such Liens;

“Loan Agreement” means the loan agreement between YottaYotta, Inc. and 1170238 Alberta ULC, Pryces (Barbados) Ltd. (US Ventures), TechnoAnge Inc., Banc of America Strategic Investments Corporation, Barton Shigemura and Wayne Karpoff dated ● , 2006;

“Money” means all or any part of any money in which the Borrower now or subsequently has an interest;

“Obligations” has the meaning specified in Section 3.1;

“Person” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, government, government regulatory authority, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, court, and where the context requires, any of them when they are acting as trustee, executor, administrator or other legal representatives;

“Personal Information” means information so classified by applicable Laws;

“Proceeds” means all proceeds and personal property in any form derived directly or indirectly from any dealing with all or any part of the Secured Property and any insurance or payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part of any such proceeds;

"Secured Property" means all of the Borrower's undertaking, property and assets, now owned or subsequently acquired, including, without limitation, all personal property, Accounts Receivable, Chattel Paper, Contracts, Documents of Title, Equipment, Intangibles, Instruments, Inventory, Money, Securities and Proceeds, together with all increases, additions and accessions to any of them, and all substitutions or any replacements of any of them;

"Securities" means all or any part of any shares, limited partnership units, trust units, stock, warrants, bonds, debentures, debenture stock and other security in which the Borrower now or subsequently has an interest;

"Security Interest" means the security interest granted under Section 2.1;

"Technical Information" means all know-how and information owned by or licensed to the Borrower, confidential or otherwise, including, without limitation, and any information of a scientific, technical, financial or business nature regardless of its form.

1.3 Certain Rules of Interpretation

In this Agreement:

- (a) **Governing Law** - This Agreement is a contract made under and shall be governed by and construed in accordance with the law of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta.
- (b) **Headings** - Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (c) **Including** - Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (d) **No Strict Construction**- The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

- (e) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.
- (g) **Statutory references** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements, supersedes or succeeds any such statute or any such regulation.
- (h) **Time** – Time is of the essence in the performance of the parties' respective obligations.
- (i) **References to Agreements** – The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted, and references to "Articles" or "Sections" means the specified Articles or Sections of this Agreement.
- (j) **Paramountcy** – If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall prevail, and such provision of this Agreement shall be deemed as amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Loan Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

- (k) **Obligations of Lender** - The obligations of each of the parties defined as the Lender are not joint and several.

1.4 Entire Agreement

This Agreement and the Loan Agreement and the agreements and other documents required to be delivered pursuant to this Agreement and the Loan Agreement, constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and the Loan Agreement and any document required to be delivered pursuant to this Agreement.

ARTICLE 2 SECURITY INTERESTS

2.1 Security Interest

As continuing security for the repayment and the performance of each of the Obligations of the Borrower to the Lender, the Borrower grants to the Lender a continuing, specific and fixed security interest in all of the Borrower's personal property, assets, rights and undertaking of every nature and kind, now owned or subsequently acquired and at any time and from time to time existing or in which the Borrower has or acquires an interest, wherever situate, including, without limitation, all of the Secured Property.

2.2 Fixed Nature of Security Interests

The Security Interest is intended to operate as a fixed and specific charge of all of the Secured Property presently existing, and with respect to all future Secured Property, to operate as a fixed and specific charge of such future Secured Property.

2.3 Attachment

The Borrower acknowledges that value has been given. The Security Interest is intended to attach, as to all of the Secured Property, upon the execution by the Borrower of this Agreement. In respect of future Secured Property, the time for attachment will be the time at which the Borrower acquires any rights in the Secured Property.

2.4 Leases

The last day of any term reserved by any lease, written or unwritten, or any agreement to lease, now held or subsequently acquired by the Borrower is excepted out of the Security Interests. As further security for the payment of the Obligations, the Borrower agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Lender for the purpose of this Agreement. The Borrower shall assign and dispose of the same in such manner as the Lender may from time to time direct in writing without cost or expense to the Lender. Upon any sale, assignment, sublease or other disposition of such lease or agreement to lease, the Lender shall, for the purpose of vesting the residue of any such term in any purchaser, sublessee or such other acquiror of the lease, agreement to lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Borrower and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.5 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any contract or agreement which by its provisions or by law is not assignable or which requires the consent of a third party to its assignment unless such consent has been obtained. In each such case, the Borrower shall, unless the Lender otherwise agrees in writing, promptly, upon written request by the Lender, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the lender to any third party as a result of the exercise by the Lender of remedies after demand. Upon such consent being obtained or waived, this Agreement shall apply to the applicable contract or agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the

Borrower shall, to the extent it may do so at law or pursuant to the provisions of the contract or interest in question hold all benefit to be derived from such contracts or agreements in trust for the Lender (including, without limitation, the Borrower's beneficial interest in any contract or agreement which may be held in trust for the Borrower by a third party), as additional security for payment of Obligations and shall deliver up all such benefit to the Lender, promptly upon demand by the Lender.

ARTICLE 3

OBLIGATIONS SECURED

3.1 Obligations

The Secured Property constitutes and will constitute continuing security for the following obligations (the "**Obligations**") of the Borrower to the Lender:

- (a) **Indebtedness** - The prompt payment, as and when due and payable, of all amounts now or subsequently owing by the Borrower to the Lender under the Loan Agreement, including any amendments, restatements, supplements, extensions, renewals and replacements thereof; and
- (b) **Performance of Agreements** - The strict performance and observance by the Borrower of all agreements, covenants and conditions of the Borrower made pursuant to this Agreement and the Loan Agreement, in each case as now in effect or as subsequently entered into, amended, restated, supplemented, renewed, extended or replaced from time to time.

ARTICLE 4

BORROWER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Covenants

Unless compliance with the following covenants is waived by the Lender in writing or unless non-compliance with any such covenants is otherwise consented to by the Lender in writing, the Borrower covenants and agrees that:

- (a) **Conduct of Business** - It shall keep all of its assets used or useful in the conduct of its business in good repair, working order and condition, ordinary wear and tear excepted, and from time to time shall make, or cause to be made, all needful and proper repairs, renewals and replacements, betterments and improvements to such assets in the conduct of its business as may be properly advantageous to its business at all times.
- (b) **Notification to Lender** - The Borrower shall promptly notify the Lender of:
 - (i) **Claims and Liens** - any claim or Lien made or asserted against any of the Secured Property; and
 - (ii) **Loss or Damage** - all loss or damage to or loss of possession of all or any part of the Secured Property other than by disposition in accordance with the terms of this Agreement or the Loan Agreement.

and the Borrower shall, at its own expense, defend the Secured Property against any and all such claims, liens, charges, security interests or other encumbrances and against any and all such suits, actions or proceedings;

- (c) **No Accessions or Fixtures** - The Borrower shall prevent the Secured Property from becoming an accession to any property other than the Secured Property or from becoming a fixture unless the Security Interests rank prior to the interests of all other persons in the real property;
- (d) **Payment of Obligations** - It shall pay and discharge or cause to be paid and discharged promptly all rents, charges, taxes, rates, levies, assessments, fees and duties payable by it before any of them shall become past due, including any which relate to any of the Secured Property;
- (e) **Maintenance of Secured Property and Books** - The Borrower shall at all times keep accurate and complete records of the Secured Property as well as proper books of account for its business all in accordance with generally accepted accounting principles, consistently applied;

- (f) **Delivery of Documents** - The Borrower shall deliver to the Lender promptly upon request:
- (i) **Documents** - any Chattel Paper, Instruments, Securities, and Documents of Title, and upon such delivery, where applicable, duly endorse the same for transfer in blank or as the Lender may direct;
 - (ii) **Financial Statements** - all financial statements prepared by or for the Borrower regarding the Borrower's business;
 - (iii) **Policies of Insurance** - all policies and certificates of insurance relating to the Secured Property; and
 - (iv) **Contracts and Agreements** - all Contracts and all other agreements, licenses, permits and consents relating to the Secured Property and the Borrower's business.
- (g) **Risk and Insurance** - The Borrower bears the sole risk of any loss, damage, destruction or confiscation of or to the Secured Property during the Borrower's possession of the Secured Property or otherwise. The Borrower shall maintain insurance on all of the Secured Property with financially sound and reputable insurers including, without limitation, all-risk property insurance, comprehensive general liability insurance and business interruption insurance and with such coverage and against such loss or damage to the full insurable value of such property with the Lender as a named insured and with loss payable to the Lender as its interest may appear;
- (h) **Changes and Other Names** - The Borrower shall not (i) change its name as it appears in official filings in the jurisdiction of its organization; (ii) change its chief executive office, principal place of business, domicile (within the meaning of the *Civil Code of Quebec*), corporate offices or warehouses or locations at which Secured Property is held or stored, or the location of its Books and Records; (iii) change the type of entity that it is; (iv) change its jurisdiction of incorporation or organization; and

- (i) **No Affecting the Security** - It shall not do, permit or suffer to be done anything to adversely affect the ranking or validity of the Security.

ARTICLE 5 RIGHT TO DEAL

5.1 Borrower's Rights before Default

Until the occurrence of an Event of Default and subject to the terms of this Agreement, the Borrower is entitled to deal with the Secured Property in the ordinary course of business, provided that, that no such action shall be taken which would impair the effectiveness of the Security Interests created by this Agreement or the value of the Secured Property or which would be inconsistent with or violate the provisions of this Agreement or any other written agreement between the Lender and the Borrower. Upon the occurrence and during the continuance of an Event of Default, the Borrower shall and shall be deemed to hold all Proceeds in trust, separate and apart from other Money, Instruments and property, for the benefit of the Lender until all amounts owing by the Borrower to the Lender have been paid in full.

5.2 Securities

Until the occurrence of an Event of Default and subject to the terms of this Agreement, the Borrower is entitled to receive dividends or other distributions, vote the Securities and give consents, waivers and ratifications in respect of the Securities, provided that, that no such action shall be taken which would impair the effectiveness of the Security Interests or the value of the Securities or which would be inconsistent with or violate the provisions of this Agreement or any other written agreement between the Lender and the Borrower.

ARTICLE 6 DEFAULT

6.1 Default

The Borrower shall be in default under this Agreement upon the occurrence of any of the following events (each, an "**Event of Default**");

- (a) **Performance of Obligations** - The Borrower defaults or fails to observe, in payment or performance of any of the Obligations;
- (b) **Covenant Default** - The Borrower commits a breach of, or fails or neglects to observe, perform, or comply with any covenant, representation, warranty or any other provision hereunder in favour of the Lender;
- (c) **Cease to Carry on Business** - The Borrower ceases or threatens to cease to carry on business;
- (d) **Event of Insolvency** - The occurrence or threat of any one of the following events:
 - (i) **Dissolution** - The Borrower is wound up, dissolved or liquidated under any law or otherwise has its existence terminated or passes any resolution or becomes subject to any order in connection with any of the above, including, without limitation, under to the provisions of the *Winding-Up and Restructuring Act* (Canada) or any similar law of any jurisdiction;
 - (ii) **Insolvency** - The Borrower makes a general assignment for the benefit of its creditors, acknowledges its insolvency or is declared or becomes bankrupt or insolvent, or ceases to carry on or fails in its business;
 - (iii) **Act of Bankruptcy** - The Borrower commits an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) or any similar law of any jurisdiction;
 - (iv) **Bankruptcy Proposal** - Any filing of a proposal or notice of intention to make a proposal is made or a notice of intention to enforce security is issued in respect of the Borrower under the *Bankruptcy and Insolvency Act* (Canada) or any similar law of any jurisdiction;
 - (v) **Protection from Creditors** - Any filing is made or a proceeding is commenced in respect of the Borrower (whether voluntary or involuntary) seeking any stay of proceedings, protection from creditors, moratorium, reorganization, arrangement, composition, re-adjustment, or any other

relief under any present or future law of any jurisdiction relative to bankruptcy, insolvency, reorganization or other relief for debtors or affecting creditors' rights, including, without limitation, the *Companies' Creditors Arrangement Act* (Canada);

- (vi) **Appointment of Trustee or Receiver** - Any trustee in bankruptcy, interim receiver, receiver, receiver and manager, agent, custodian, sequestrator, administrator, monitor or liquidator or any other Person with similar powers shall be appointed in respect of the Borrower, or all or any part of the Secured Property, or any filing is made or proceeding is commenced in respect of any Obligor seeking the entry of an order for the appointment or relief in respect of any of the above;
- (vii) **Enforcement Against Secured Property** - Any holder of any security interest, mortgage, lien, charge, claim or encumbrance of any kind enforces against, delivers any notices relating to its rights or its intention to enforce against, or becomes entitled to enforce against, or otherwise takes possession, management or control of the Secured Property or the interest of the Borrower in such Secured Property, or any part of such Secured Property or interest; or
- (viii) **Seizure** - A distress, execution, warrant, garnishment, attachment, sequestration, levy, writ, or any similar process is issued or enforced upon or against all or any part of the Secured Property, or any third party demand is issued by the Crown, Governmental Authority, administrative body or any taxation authority in respect of the Borrower or all or any part of the Secured Property, or any other seizure is made in respect of all or any part of the Secured Property.
- (e) **Disposition** - The Borrower transfers, assigns, sells, leases or otherwise disposes of all or any part of the Secured Property or any interest in such Secured Property except for:
 - (i) inventory in the ordinary course of business on customary trade terms; and

- (ii) equipment which has become worn out, damaged or otherwise unsuitable for its purpose, provided that the Borrower substitutes for such Equipment similar property of equal value, free from all Liens, if any. Such substituted property shall constitute part of the Secured Property as soon as the Borrower acquires any interest in it;
- (f) **Destruction** - Any material portion of the Secured Property is damaged or destroyed; or
- (g) **Priority of Security** - The Security Interest shall cease to be a valid and perfected first priority security interest, and, where such occurrence can be remedied, the Borrower shall have failed to remedy such default within 10 Business Days of its occurrence provided that, if any other Event of Default has then occurred and is continuing, the aforementioned 10 day cure period shall not be available to the Borrower.

6.2 Demand Obligations

The fact that this Agreement provides for Events of Default and rights of acceleration shall not derogate from the nature of any Obligation which is payable on demand.

ARTICLE 7 REMEDIES

7.1 Lender's Rights and Remedies

If any Event of Default shall occur, all of the Obligations shall, at the Lender's option and without notice to the Borrower, become immediately due and payable and the Lender may, in its discretion, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement, (including, without limitation, the signification and collection of the Borrower's Accounts Receivable), or otherwise afforded by law, in equity or otherwise. The Lender shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law and the Lender expressly retains all rights and remedies not inconsistent with the provisions in this Agreement including all the

rights it may have under the PPSA. Without limitation, the Lender may, upon the occurrence of any Event of Default and to the extent permitted by applicable law:

- (a) **Appointment of Receiver** - Appoint by instrument in writing a receiver (which term shall include a receiver and manager or agent) of the Borrower and of all or any part of the Secured Property and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Lender, with respect to responsibility for its acts, shall, to the extent permitted by applicable law, be deemed the agent of the Borrower and not of the Lender. Where the "Lender" is referred to in this Article the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver;
- (b) **Enter and Repossess** - Immediately and without notice enter the Borrower's premises and repossess, disable or remove the Secured Property;
- (c) **Retain the Collateral** - Retain and administer the Secured Property in the Lender's sole and unfettered discretion, which discretion the Borrower acknowledges is commercially reasonable;
- (d) **Dispose of the Collateral** - Dispose of or license any Secured Property by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Borrower to the extent permitted by law. The Lender may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Lender may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Secured Property and may dispose of any Secured Property again without being answerable for any related loss. Any such disposition may take place whether or not the Lender has taken possession of the Secured Property;

- (e) **Foreclosure** - Foreclose upon the Secured Property;
- (f) **Power of Attorney** - Upon the occurrence, and during the continuance of, an Event of Default, the Borrower constitutes and appoints the Lender from time to time, or any receiver appointed of the Borrower as provided for in this Agreement, the true and lawful attorney of the Borrower irrevocably with full power of substitution to do, make and execute all such documents, acts, matters or things with the right to use the name of the Borrower whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Lender or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Borrower. The Borrower declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration;
- (g) **Securities** -
 - (i) **Disposal** - Without limiting the generality of Section 7.1(d), the Borrower acknowledges that when disposing of any Securities, the Lender may be unable to effect a public sale of any or all of the Securities, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Securities, by reason of certain prohibitions contained in the *Securities Act* (Alberta) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Securities as principal and to comply with other resale restrictions provided for in the *Securities Act* (Alberta) and other applicable laws. The Borrower acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances,

agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Lender shall be under no obligation to delay a sale of any of the Securities for the period of time necessary to permit the issuer of such securities to qualify such Securities for public sale under the *Securities Act* (Alberta) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Securities;

- (ii) **Exercise of Rights** - Upon the occurrence, and during the continuance of, an Event of Default the Lender may elect by written notice to the Borrower and to an officer of the issuer of the Securities, that all or part of the rights of the Borrower in the Securities including, without limitation, the right to vote, give consents, waivers or ratifications and take other actions and receive dividends or other distributions, shall cease, and upon such election all such rights shall become vested in the Lender or as it may direct;
- (iii) **Registration** - Require that the Securities be registered in the name of the Lender or as it may direct and the Lender may then, without notice, exercise any and all voting and corporate rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Securities as if it were the absolute owner, including without limitation, the right to exchange at its discretion, any and all of the Securities upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Securities and to deposit and deliver any and all of the Secured Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine;

- (h) **Collection of Accounts Receivable** - Upon the occurrence, and during the continuance of, an Event of Default the Lender on its own account or through a receiver, receiver-manager or agent and whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, at any time, to notify and direct Account Debtors to make all payments whatever to the Lender and the Lender shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Proceeds as part of the Secured Property. Upon such occurrence and during such continuance, any payments received by the Borrower shall be held by the Borrower in trust for the Lender in the same medium in which received, shall not be commingled with any assets of the Borrower and shall, at the request of the Lender be turned over to the Lender not later than the next business day following the day of their receipt;
- (i) **Carry on Business** - Carry on or concur in the carrying on of all or any part of the business of the Borrower and may, in any event, to the exclusion of all others, including the Borrower, enter upon, occupy and use all premises of or occupied or used by the Borrower and use any of the personal property (which shall include fixtures) of the Borrower for such time and such purposes as the Lender sees fit. The Lender shall not be liable to the Borrower for any neglect in so doing or in respect of any related rent, costs, charges, depreciation or damages;
- (j) **Payment of Encumbrances** - Pay any encumbrance, lien, claim or charge that may exist or be threatened against the Secured Property, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations;
- (k) **Payment of Deficiency** - If the proceeds of realization are insufficient to pay all monetary Obligations, the Borrower shall forthwith pay or cause to be paid to the Lender any deficiency and the Lender may sue the Borrower to collect the amount of such deficiency; and
- (l) **Dealing with Secured Property** - Subject to applicable law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease, license or otherwise deal with the Secured Property

in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Lender advisable and without notice to the Borrower. The Lender may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Secured Property and may add all such sums to the Obligations.

7.2 Assemble the Secured Property

To assist the Lender in the implementation of such rights and remedies, the Borrower will, at its own risk and expense and immediately upon the Lender's request, assemble and prepare for removal such items of the Secured Property as are selected by the Lender as shall, in the Lender's sole judgment, have a value sufficient to cover all the Obligations.

7.3 Allocation of Proceeds

All monies collected or received by the Lender in respect of the Secured Property may be held by the Lender and may be applied on account of such parts of the Obligations at the sole discretion of the Lender.

7.4 Waivers and Extensions

The Lender may waive default or any breach by the Borrower of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Lender shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Borrower or the rights of the Lender resulting therefrom. Any such waiver must be in writing and signed by the Lender to be effective.

The Lender may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Secured Property to third parties and otherwise deal with the Borrower's guarantors or sureties and others and with the Secured Property and other securities as the Lender may see fit without prejudice to the liability of the

Borrower to the Lender, or the Lender's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Lender to the Borrower shall operate as a waiver, alteration or amendment of the rights of the Lender or otherwise preclude the Lender from enforcing such rights.

7.5 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lender under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Lender of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which any one or more of the Lender may be lawfully entitled for such default or breach. Any waiver by the Lender of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either expressly or by course of conduct by the Lender shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any right or remedy of the Lender under this Agreement as a result of any other default or breach under this Agreement.

7.6 Effect of Possession or Receiver

As soon as the Lender takes possession of any Secured Property or appoints a receiver, all powers, functions, rights and privileges of the Borrower and the directors and officers of the Borrower with respect to the Secured Property shall cease, unless specifically continued by the written consent of the Lender or the receiver.

7.7 Limitation of Liability

The Lender shall not be liable or accountable:

- (a) by reason of any entry into or taking possession of all or any of the Secured Property, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

- (b) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Secured Property and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Lender, the Borrower or any other person in respect of same.

The Lender shall not by virtue of these presents be deemed to be a mortgagee in possession of the Secured Property. The Borrower releases and discharges the Lender and the receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Borrower or any person claiming through or under the Borrower by reason or as a result of anything done by the Lender or any successor or assign claiming through or under the Lender or the receiver under the provisions of this Agreement unless such claim be the result of dishonesty or gross neglect.

ARTICLE 8

GENERAL

8.1 Expenses

The Borrower shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisors) incurred by the Lender in connection with the realization, disposition, retention, protection or collection of any Secured Property and the protection or enforcement of the rights, remedies and powers of the Lender or any receiver and those incurred for perpetual registration of any financing statement registered in connection with the Security Interests. All amounts for which the Borrower is required under this Agreement to reimburse the Lender or any receiver shall, from the date of disbursement until the date the Lender or the receiver receives reimbursement, be deemed advanced to the Borrower by the Lender, shall be deemed to be Obligations secured hereby and shall bear interest at the highest rate per annum charged by the Lender on any of the other Obligations.

In particular, the Borrower agrees to indemnify and save the Lender harmless from all legal fees and disbursements incurred by the Lender in connection with any enforcement of rights and remedies under this Agreement. This indemnity is independent of and in addition to any right

which the Lender may have to seek recovery of costs in any litigation which results in respect of this Agreement and is intended to ensure that the Lender is fully reimbursed for one-hundred percent (100%) of the fees and disbursements which may be incurred as by it and its legal counsel.

8.2 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(1) In the case of the Borrower:

YOTTA YOTTA, INC.
6020-104 Street
Edmonton, Alberta
T6H 5S4

Attention: Barton Y. Shigemura
Facsimile No.: (780) 989-6868

With a copy to:
Osler, Hoskin & Harcourt LLP
1000 De La Gauchetière West
Suite 2100
Montréal, Québec
H3B 4W5

Attention: Shahir Guindi
Facsimile No.: (514) 904-8101

(2) In the case of the Lenders:

(i) To 1172038:

1172038 Alberta ULC.
4028 Marlowe
Montréal, QC
H4A 3M2

Attention: Marc Balevi, President
Facsimile No.: (514) 483-6045

(ii) To Pryces:

Pryces (Barbados) Ltd. (c/o US Ventures)
40 William Street, Suite G-20
Wellesley, MA, 02481
USA

Attention: Dennis Costello, Senior Advisor
Facsimile No.: (781) 416-9868

(iii) To TechnoAnge:

TechnoAnge Inc.
4028 Marlowe
Montreal, QC H4A 3M2

Attention: Marc Balevi, President
Facsimile No.: (514) 483-6045

(iv) To BASIC:

Banc of America Strategic Investments Corporation
600 Montgomery Street, CA5-801-15-25
San Francisco, CA 94111-2702
USA

Attention: Gary Tsuyuki, Managing Director
Facsimile No.: (415) 913-6807

(v) To Shigemura:

Barton Shigemura
5391 Blackhawk Drive
Danville, CA 94506
USA

Facsimile No.: (780) 989-6868

(vi) To Karpoff:

Wayne Karpoff
6020-104th Street
Edmonton, AB T6H 5S4

Facsimile No.: (780) 989-6868

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or

transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

8.3 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by the party to be bound.

8.4 Enurement

This Agreement shall be binding on the Borrower, and its successors (including any successor by reason of amalgamation) and permitted assigns and enure to the benefit of the Lender and its successors (including any successor by reason of amalgamation) and assigns.

8.5 Further Assurances

The Borrower shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Lender as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

8.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

The Borrower acknowledges receiving a copy of this Agreement, and further agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement.

8.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

8.8 Security Interests Effective Immediately

Neither the execution of, nor any filing with respect to, this Agreement shall obligate the Lender to make any advance or loan or further advance, or bind the Lender to grant or extend any credit to the Borrower, but the Security Interests shall take effect forthwith upon the execution of this Agreement by the Borrower.

8.9 Statutory Waivers

To the fullest extent permitted by law, the Borrower waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the powers, rights or remedies of a Lender or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.

8.10 Reasonableness

The Borrower acknowledges that the provisions of this Agreement and, in particular, those respecting rights, remedies and powers of the Lender and any receiver against the Borrower, its business and any Secured Property upon the occurrence of an Event of Default, are commercially reasonable and not manifestly unreasonable.

8.11 Discharge

Upon payment and performance by the Borrower of the Obligations, the Lender shall upon request in writing by the Borrower deliver up this Agreement to the Borrower and shall at the expense of the Borrower cancel and discharge the Security Interests and execute and deliver to the Borrower such documents as shall be requisite to discharge the Security Interests.

IN WITNESS OF WHICH the Borrower has duly executed this Agreement.

YOTTAYOTTA, INC.

By: 
Name: Barton Y. Shigemura
Title: Chief Executive Officer

I have authority to bind the Corporation.

SCHEDULE "A"

INTELLECTUAL PROPERTY

Technology Licence Agreement, dated April 28, 2005, between the Borrower and Obsidian Research Corporation, as amended on August 8, 2006.

See Attached Intellectual Property (Patent, Trademark and Domain Name) Reports.

CONFIDENTIAL

PATENT PROPERTY STATUS REPORT

Yotta Yotta, Inc.
6020 104th Street
Edmonton, Alberta T6H 5S4

November 3, 2006

TTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
019417-000110CA (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	2363726 02/08/2000		Pending Exam/Art: 02/08/2005 **Completed** Annuit: Next: 02/08/2007
019417-000110CN (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	00804532.1 02/08/2000		Pending Published Actual filing date: 9-3-01 /nw Response: 08/22/2001 **Completed** Request Examination (CN): 03/03/2002 **Completed** Response: 09/21/2002
019417-000110EP (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	00911736.7 02/08/2000	1171820	Pending Published Designating all members and no ext. states Exam fee paid has been paid /nw Response: 03/18/2005 Response: 11/04/2005 Response: 04/17/2006 **Completed** Grant Fee: 12/14/2006 Annuit: Next: 02/08/2007
019417-000110IN (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	2001871 02/08/2000		Pending Request Examination: 05/20/2004 **Completed** Response: 10/24/2004 **Completed**
019417-000110JP (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	2000-602929 02/08/2000		Pending Published Annuit: due after grant. Actual filing date 9/03/01.
019417-000110NZ (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	513789 02/08/2000	513789 02/09/2004	Granted annuity due until grant per CPI 12/23/03-fjc. open in LMS per Stephanie Watkins 12/22/03-fjc. to be reactivated per Gerald Gray 12/19/03-fjc. e- mailed Gerald Gray to confirm status, client wants to pay per instruction 12/10/03, 11/6/03-fjc. Abandoned per PHA 8-20-03/ep. Per GTG ltr of 8/19/03, client does not wish to continue with this application. If haven't already done, do not file the formal Request. Abandon? (8/21/03-cw). Response: 11/27/2002 **Completed** Amendment: 08/15/2003 **Completed** Annuit: Next: 02/08/2007
019417-000110PC (GTG)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	00/03275 02/08/2000		Pending Nat. Phase proceeding in EP/AU/CA/CN/IN/JP/KR/NZ/SG Response: 08/03/2000 Chapter 2 Demand (Due): 10/03/2000 **Completed** Chapter 2 National Phase Deadline: 09/03/2001

TTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
019417-000110TW (GTC)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	89103707 03/02/2000	148707 05/07/2002	Granted Grant Fee: 04/27/2002 **Completed** Annuit: Next: 12/10/2006
019417-000110US (GTC)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	09/261906 03/03/1999	6148414 11/14/2000	Granted Foreign Filing Deadline: 09/24/1999 **Completed** Foreign Filing Deadline: 03/03/2000 **Completed** Drawings Due: 09/05/2000 **Completed** Issue Fee Due: 09/05/2000 **Completed** Annuit: Next: 05/14/2008
019417-000111US (GTC)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	09/657258 09/07/2000	6912668 06/28/2005	Granted Notice Of Allowance: 12/15/2004 **Completed** Response to Notice of Missing Parts (1st Deadline): 12/25/2000 **Completed** Response to Office Action: 09/16/2004 **Completed** Response-1 mo. Office Action: 10/27/2004 **Completed** Issue Fee: 03/15/2005 **Completed** Annuit: Next: 12/28/2008
019417-000112US (GTC)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B.	11/082178 03/15/2005		Pending Published Response to Office Action: 10/19/2006 Response to Office Action (Final Deadline): 01/19/2007
019417-000120US (GTC)		Methods and Systems for Implementing Shared Disk Array Management Functions	Brown, William P. Mathews, Michael B. Unrau, Ron Hagglund, Dale	10/006929 12/06/2001		Pending Published Response to Notice of Missing Parts (1st Deadline): 02/26/2002 **Completed** Foreign Filing Deadline: 12/06/2002 **Completed** Response to Office Action: 06/21/2006 **Completed**
019417-000210CA (GTC)		Method and System for Providing Multimedia Information on Demand Over Wide Area Networks	Karpoff, Wayne T.	2404095 03/22/2001		Pending Exam/Art: 03/22/2006 **Completed** Annuit: Next: 03/22/2007
019417-000210EP (GTC)		Method and System for Providing Multimedia Information on Demand Over Wide Area Networks	Karpoff, Wayne T.	01959938.0 03/22/2001		Pending Published Designating AT BE CH CY DE CK ES FI FR GR IE TI LI LU MC NL PT SE GB and AL LT LV MK RO SI. Note: EP patents are due the last day of the month on which the application was filed per assoc 1/22/04-k1c. Annuit: Next: 03/22/2007
019417-000210PC (GTC)		Method & System for Providing Multimedia Information on Demand Over Wide Area Networks	Karpoff, Wayne T.	01/09440 03/22/2001		Pending Nat. Phase designating all members incl. US; US search Response: 09/02/2001 **Completed** Chapter 2 Demand (Due): 10/22/2001 **Completed** Chapter 2 National Phase Deadline: 09/22/2002

TTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
019417-000210US (GTG)		Method and System for Providing Multimedia Information On Demand Over Wide Area Networks	Karpoff, Wayne T.	09/815824 03/22/2001		Pending Published Foreign Filing Deadline: 03/22/2001 **Completed** Response to Notice of Missing Parts (1st Deadline): 07/31/2001 **Completed** Foreign Filing Deadline: 03/22/2002 **Completed** Response to Office Action: 11/09/2004 **Completed** Response-2nd Office Action: 09/29/2005 **Completed** Response-3rd Office Action: 07/05/2006 **Completed** Granted
019417-003710US (GTG)		Storage Virtualization System and Methods	Karpoff, Wayne T. Lake, Brian	10/046070 01/11/2002	6857059 02/15/2005	Notice Of Allowance: 11/02/2004 **Completed** Response to Notice of Missing Parts (1st Deadline): 04/08/2002 **Completed** Foreign Filing Deadline: 01/11/2003 **Completed** Response to Office Action: 03/19/2004 **Completed** Issue Fee: 02/02/2005 **Completed** Annulity: Next: 08/15/2008 Pending Published
019417-003720US (GTG)		Storage Virtualization System and Methods	Karpoff, Wayne T. Lake, Brian	11/031628 01/06/2005		Pending
019417-004110CA (GTG)		Network Security Devices and Methods	Noghanian, Sima Mullen, Patrick Dwivedi, Himanshu Hayward, Geoff Beck, Bob	2454203 07/17/2002		Int'l Filing Deadline (Final): 01/17/2004 **Completed** Annulity: Next: 07/17/2007 Exam/Art: 07/17/2007 **Completed**
019417-004110PC (GTG)		Network Security Devices and Methods	Noghanian, Sima Mullen, Patrick Dwivedi, Himanshu Hayward, Geoff Beck, Bob	PCT/US02/228 48 07/17/2002		Pending Nat. Phase Designating all states except US. US Search. mrv Response: 11/29/2002 **Completed** Chapter 2 Demand (Due): 02/17/2003 **Completed** Response to Written Opinion (Optional): 07/23/2003 Chapter 2 National Phase Deadline: 01/17/2004 Pending Published
019417-004110US (GTG)		Network Security Devices and Methods	Noghanian, Sima Mullen, Patrick Dwivedi, Himanshu Hayward, Geoff Beck, Bob	10/198728 07/16/2002		Response to Notice of Missing Parts (1st Deadline): 10/21/2002 **Completed** Response to Office Action: 04/18/2006 **Completed** Response to Final Office Action: 01/12/2007 Pending Published
019417-005310US (GTG)		Systems and Methods for Deploying Profitable Storage Services	Karpoff, Wayne T.	10/291849 11/07/2002		Foreign Filing Deadline: 11/07/2003 **Completed** Pending Published
019417-005510US (GTG)		Methods and Systems for Implementing Content Sensitive Routing Over a Wide Area Network (WAN)	Hayward, Geoff	10/302716 11/22/2002		Resp-1 mo. Restriction Requirement: 11/04/2005 **Completed** Response to Office Action: 03/08/2006 **Completed** Response to Final Office Action: 11/11/2006

TTC Ref Country ATTY(s) Handling	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
019417-005511US (GTG)		Systems and Methods for Implementing Content Sensitive Routing Over a Wide Area Network (WAN)	Hayward, Geoff	11/26/1943 10/28/2005		Pending Published
019417-007100US (GTG)		Storage Device Array and Methods for Striping and Unstriping yata and for Adding and Removing Disks Online To/From a Rai		08/516232 08/17/1995	5875456 02/23/1999	Granted 4yr. m. fee paid 8/22/02; takeover: 8/02 Annuit: End of Grace (Final Deadline): 02/23/2007 **Completed** Annuit: Next: 08/23/2010
019417-007700CA (GTG)		Storage Device Array and Methods of Striping and Unstriping Data for Adding and Removing Disks Online	Stallmo, David C. Hall, Randy K.	2229648 08/15/1996		Pending Assoc confirmed 8/15/03 annuity was paid (9/8/03-cw). See EXAM action.; takeover file Exam/Art: 08/15/2001 **Completed** Request Examination: 08/15/2003 **Completed** Grant Fee: 06/21/2005 Response: 08/20/2006 **Completed** Annuit: Next: 08/15/2007
019417-008310PC (GTG)		Systems and Methods for Providing Distributed Cache Coherence	Unrau, Ron Bromling, Steven Karpoff, Wayne T.	PCT/US2005/0 24203 07/07/2005		Pending Published Int'l Filing Deadline (Final): 07/07/2005 **Completed** Response: 08/05/2005 **Completed** Chapter 2 Demand (Due): 02/07/2006 **Completed** Chapter 2 National Phase Deadline: 01/07/2007
019417-008310US (GTG)		Systems and Methods for Providing Distributed Cache Coherence	Unrau, Ron Bromling, Steven Karpoff, Wayne T.	11/177924 07/07/2005		Pending Published
019417-008400CA (GTG)		Method for Embedding a Server Into a Storage Subsystem	Karpoff, Wayne T. Southwell, David Gunthorpe, Jason	2535097 08/06/2004		Pending Int'l Filing Deadline (Final): 02/08/2006 **Completed** Annuit: Next: 08/06/2007 Exam/Art: 08/06/2009
019417-008400EP (GTG)		Method for Embedding a Server Into a Storage Subsystem	Karpoff, Wayne T. Southwell, David Gunthorpe, Jason	04780250.9 08/06/2004		Pending US SEARCH Int'l Filing Deadline (Final): 03/08/2006 **Completed** Annuit: End of Grace (Final Deadline): 02/06/2007 **Completed** Annuit: Next: 08/06/2007
019417-008400PC (GTG)		Method for Embedding a Server Into a Storage Subsystem	Karpoff, Wayne T. Southwell, David Gunthorpe, Jason	PCT/US04/253 83 08/06/2004		Pending Nat. Phase US SEARCH Int'l Filing Deadline (Final): 08/08/2004 **Completed** Chapter 2 Demand (Due): 03/08/2005 **Completed** Response to Written Opinion (Optional): 01/25/2006 Chapter 2 National Phase Deadline: 02/08/2006 **Completed**

TTC Ref Country ATTY(s) Handling (GTG)	Client's Ref	Title	Inventor	Application No. Filing Date	Patent No. Issue Date	Status Remarks
019417-008400US (GTG)		Systems and Methods for Embedding a Server Into a Storage Subsystem	Karpoff, Wayne T. Southwell, David Gunthorpe, Jason	10/913008 08/06/2004		Pending Published Foreign Filing Deadline: 08/06/2005 Response to Office Action: 01/31/2006 **Completed** Response to Final Office Action: 07/14/2006 Pending Foreign Filing Deadline: 07/14/2006
019417-008700US JDL (GTG)		Maintaining Write Order Fidelity	Bromling, Steven Hagglund, Dale Hayward, Geoff Van Der Goot, Roel	60/699935 07/14/2005		Pending Foreign Filing Deadline: 07/14/2006
019417-008710PC JDL (GTG)		Maintaining Write Order Fidelity On A Multi- Writer System	Bromling, Steven Hagglund, Dale Hayward, Geoff Van Der Goot, Roel Karpoff, Wayne T.	PCT/US06/274 15 07/14/2006		Pending US Search Int'l Filing Deadline (Final): 07/14/2006 **Completed** Chapter 2 Demand (Due): 02/14/2007 Chapter 2 National Phase Deadline: 01/14/2008 Pending
019417-008710US JDL (GTG)		Maintaining Write Order Fidelity on a Multi- Writer System	Bromling, Steven Hagglund, Dale Hayward, Geoff Van Der Goot, Roel Karpoff, Wayne T.	11/486754 07/14/2006		Pending
019417-008800US (GTG)		Method and Apparatus for Sharing Data Across Long Distances With Ultra High Availability	Hagglund, Dale Unrau, Ron Hayward, Geoff Graulich, Craig Karpoff, Wayne T.	60/773401 02/14/2006		Pending Foreign Filing Deadline: 02/14/2007

TRADEMARK PORTFOLIO

COUNTRY	TRADEMARK	APPL. NO. FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
US	CIRCLE & DESIGN (new logo mark)	78/158938 08/28/2002	2,765,379 09/16/2003	Registered
US	IBWAN	78/522,511 11/24/04		Allowed December 27, 2005; Statement of Use not yet filed.
US	MISCELLANEOUS DESIGN	76/381645 03/12/2002	2765379 09/16/2003	Registered
US	NETSTORAGE	75/936075 03/04/2000	2641209 10/22/2002	Registered
US	NETSTORAGER	78/016548 07/13/2000	2650702 11/12/2002	Registered
US	UNITY GATEKEEPER	76/351960 12/20/2001		Pending
US	UNITY PILOT	76/351954 12/20/2001	2765263 09/16/2003	Registered
US	YOTTAYOTTA	78/019385 08/02/2000		Pending Publication Date: 01/29/2002
US	YOTTAYOTTA & DESIGN (original application)	75/899949 01/20/2000	2,801,673 01/06/2004	Registered
US	YOTTAYOTTA HIGH PERFORMANCE NETSTORAGE	78/251151 05/16/2003	2,838,760 05/04/2004	Registered
US	YOTTAYOTTA	76/351952 12/20/2001		Pending
US	YYESS	78/158945 08/28/2002	2,781,927 11/11/2003	Registered
US	YYESS (Stylized with YYESS logo)	78/160326 09/03/2002	2,791,233 12/09/2003	Registered
US	CIRCLE & DESIGN (new logo mark)	78/158938 08/28/2002	2,765,379 09/16/2003	Registered
US	MISCELLANEOUS DESIGN	76/381645 03/12/2002	2765379 09/16/2003	Registered
US	YOTTAYOTTA & DESIGN (original application)	75/899949 01/20/2000	2,801,673 01/06/2004	Registered
US	YOTTAYOTTA HIGH PERFORMANCE NETSTORAGE	78/251151 05/16/2003	2,838,760 05/04/2004	Registered
US	YOTTAYOTTA	76/351952 12/20/2001		Pending
US	YYESS	78/158945 08/28/2002	2,781,927 11/11/2003	Registered
US	YYESS (Stylized with YYESS logo)	78/160326 09/03/2002	2,791,233 12/09/2003	Registered

COUNTRY	TRADEMARK	APPL. NO FILING DATE	REG. NO. ISSUE DATE	STATUS AND REMARKS
CDA	CIRCLE & DESIGN (new logo mark)	1,147,325 07/19/02	627,894 12/08/2004	<u>Registered</u>
CDA	IBWAN	11/30/04		<u>Pending</u>
CDA	NETSTORAGE	1,065,470 7/7/00	593,486 10/29/2003	<u>Registered</u>
CDA	NETSTORAGER	1,067,479 07/13/00	11/05/2002	<u>Registered</u>
CDA	UNITY GATEKEEPER	1,153,045 09/18/02	593,418 10/29/2003	<u>Registered</u>
CDA	UNITY PILOT	1,153,044	593,417 10/29/2003	<u>Registered</u>
CDA	YOTTAYOTTA & DESIGN (original application)	1,043,249	07/23/2002	<u>Registered</u> but registration contains error
CDA	YOTTAYOTTA	1,157,025 12/20/01		Allowed September 26, 2003; final fee not yet submitted
CDA	YYESS	1,153,046 09/18/02	649,851 10/06/2005	<u>Registered</u>
CDA	YYESS (Stylized with YYESS logo)	1,153,047 09/02/02	649,645 10/04/2005	<u>Registered</u>
European Union	YOTTAYOTTA	002002319 12/15/2000	002002319 04/03/2002	<u>Registered</u>
Japan	YOTTAYOTTA	2001-006737 01/30/2001	4503148 08/31/2001	<u>Registered</u>
Taiwan	YOTTAYOTTA	89-072893 12/18/2000	984596 02/16/2002	<u>Registered</u>

All dates appear as mm/dd/yy.
European Registration (EU) includes: Austria, Benelux (Belgium, Holland and Luxembourg), Denmark, France, Germany, Greece, Ireland, Italy, Portugal, Spain, Sweden and United Kingdom.

DOMAIN NAME PORTFOLIO

REGISTERED DOMAIN NAMES

DOMAIN NAME	EXPIRY DATE	NOTES
yottayotta.com	December 14, 2011	
yysystems.com	December 10, 2007	