

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
8e6 Technologies, Inc.	06/25/2007

RECEIVING PARTY DATA

Name:	Secret Communications II, LLC
Street Address:	312 Walnut Street
Internal Address:	Suite 3550
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5835722
Patent Number:	6065056

CORRESPONDENCE DATA

Fax Number: (513)381-0205

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 513-357-9406

Email: shelton@taftlaw.com

Correspondent Name: Sharon Shelton

Address Line 1: 425 Walnut Street

Address Line 2: Suite 1800

Address Line 4: Cincinnati, OHIO 45202-3957

ATTORNEY DOCKET NUMBER:

WD016-GN009

NAME OF SUBMITTER:

Sharon A. Shelton

Total Attachments: 7

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CORRECTION AGREEMENT

Agreement dated as of June 25, 2007, among 8e6 Technologies, Inc., a California corporation ("8e6"), Frank E. Wood ("Wood") and Secret Communications II, LLC, an Ohio limited liability company ("Secret").

The parties agree as follows:

1. 8e6 and Wood are parties to series of Loan and Security Agreements dated as of December 26, 2006, February 15, 2007 and March 9, 2007 purporting to evidence loans made by Wood to 8e6 and a series of corresponding Warrants issued by 8e6 to Wood. In fact, the parties desired that such loans be made by, and such Warrants be issued to, Secret rather than Wood. The parties hereby agree that for all purposes Secret shall be deemed to be the lender under such Loan and Security Agreements and the initial holder of such Warrants.
2. The third paragraph of the Warrant issued on December 26, 2006 inadvertently refers to "the agreed sum of \$385,000." The parties agree that such Warrant shall be deemed to read "the agreed sum of \$100."
3. 8e6 hereby authorizes Secret or its counsel to file all financing statements under the Uniform Commercial Code or liens with the U.S. Patent and Trademark Office, and any amendments thereto, as shall be desirable to perfect the security interests granted to Secret pursuant to such Loan and Security Agreements.

8e6 TECHNOLOGIES, INC.

By: 


Frank E. Wood

SECRET COMMUNICATIONS II, LLC

By: 

Member

\$ 500,000

Loan and Security Agreement

Borrower: 8e6 Technologies
Address: 828 West Taft Avenue, Orange, California 92865
Date: December 26, 2006

THIS LOAN AND SECURITY AGREEMENT is entered into on the above date between Frank Wood ("Wood"), whose address is 312 Walnut St. Suite 3550, Cincinnati, OH 45402 and the borrower(s) named above (jointly and severally, the "Borrower"), whose chief executive office is located at the above address ("Borrower's Address"). The Schedule to this Agreement (the "Schedule") being signed by the parties concurrently, is an integral part of this Agreement. (Definitions of certain terms used in this Agreement are set forth in Section 8 below.)

1. LOANS.

1.1 Loans. WOOD will make loans to Borrower (the "Loans") up to the amounts (the "Credit Limit") shown on the Schedule, provided no Default or Event of Default has occurred and is continuing, and subject to deduction of Reserves for accrued interest and such other Reserves as WOOD may establish in accordance with the definition thereof.

1.2 Interest. All Loans and all other monetary Obligations shall bear interest at the rate shown on the Schedule, except where expressly set forth to the contrary in this Agreement. Interest shall be payable monthly. Interest may, in WOOD's discretion, be charged to Borrower's loan account, and the same shall thereafter bear interest at the same rate as the other Loans. Regardless of the amount of the Obligations that may be outstanding from time to time, Borrower shall pay WOOD minimum monthly interest during the term of this Agreement in the amount set forth on the Schedule (the "Minimum Monthly Interest").

1.3 Late Fee. If any payment of accrued interest for any month is not made within three business days after the date a bill therefor is sent by WOOD to Borrower, or if any payment of principal or any other payment is not made within three Business Days after the date due, Borrower shall pay WOOD a late payment fee equal to 5% of the amount of such late payment. The provisions of this paragraph shall not be construed as WOOD's consent to Borrower's failure to pay any amounts when due, and WOOD's acceptance of any such late payments shall not restrict WOOD's exercise of any remedies arising out of any such failure.

2. SECURITY INTEREST.

2.1 Grant of Security Interest. To secure the payment and performance of all of the Obligations when due, Borrower hereby grants to WOOD a security interest in all of the following (collectively, the "Collateral"): all right, title and interest of Borrower in and to all of the following, whether now owned or hereafter arising or acquired and wherever located: all Accounts; all Inventory; all Equipment; all Deposit Accounts; all General Intangibles (including without limitation all Intellectual Property); all Investment Property; all Other Property; and any and all claims, rights and interests in any of the above, and all guaranties and security for any of the above, and all substitutions and replacements for, additions, accessions, attachments, accessories, and improvements to, and proceeds (including proceeds of any insurance policies, proceeds of proceeds and claims against third parties) of, any and all of the above, and all Borrower's books relating to any and all of the above.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER.

In order to induce WOOD to enter into this Agreement and to make Loans, Borrower represents and warrants to WOOD as follows, and Borrower covenants that the following representations will continue to be true, and that Borrower will at all times comply with all of the following covenants, throughout the term of this Agreement and until all Obligations have been paid and performed in full:

Pages 2 through 15 intentionally redacted

conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure §§ 638 through 645.1, inclusive. The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the San Francisco County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and order applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure § 644(a). Nothing in this paragraph shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph.

Borrower:

Pat Technologies

By

[Signature]
President or Vice President

By

[Signature]
Secretary or Ass't Secretary

FRANK E. WOOD:

By

[Signature]

Name:

FRANK E. Wood

Form Version: - 9
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Schedule to
Loan and Security Agreement

Borrower: 8e6 Technologies
Address: 828 West Taft Avenue, Orange, California 92865
Date: December 26, 2006

This Schedule forms an integral part of the Loan and Security Agreement between Frank Wood and the above-borrower of even date.

[intentionally redacted to end of page]

Pages 18 through 20 intentionally redacted

[paragraph intentionally redacted]

Borrower:

Feb Technologies

By

[Signature]
President or Vice President

By

[Signature]
Secretary or Ass't Secretary

Frank E. Wood

By

Frank E. Wood

Name:

Frank E. Wood

Form: -9

Document Version -2