

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Maximum Visibility Solutions, LLC | 09/07/2007 |
| RECEIVING PARTY DATA | |
| Name: | Daniel J O'Dwyer |
| Street Address: | 5805 State Bridge Road |
| Internal Address: | Suite G374 |
| City: | Duluth |
| State/Country: | GEORGIA |
| Postal Code: | 30097 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | D529102 |
| Patent Number: | D517123 |
| Patent Number: | 6969295 |
| Application Number: | 11116322 |
| CORRESPONDENCE DATA | |
| Fax Number: | (404)351-5281 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 404-351-5280 |
| Email: | mrichardson@siavagelaw.com |
| Correspondent Name: | R. Mark Richardson VI, Siavage Law Group |
| Address Line 1: | 1349 W. Peachtree St. |
| Address Line 2: | Suite 1220 |
| Address Line 4: | Atlanta, GEORGIA 30309 |
| ATTORNEY DOCKET NUMBER: | O'DWYER - MVS |
| NAME OF SUBMITTER: | Michael Siavage |

OP \$160.00 D529102

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into and made effective as of September 7, 2007 (the "Effective Date"), by MAXIMUM VISIBILITY SOLUTIONS, LLC ("Borrower"), in favor of Daniel J. O'Dwyer ("Lender").

RECITALS

- A. Lender has agreed to loan Borrower certain funds as set forth in that certain Loan Agreement and Secured Convertible Promissory Note entered into contemporaneously herewith by and between Lender and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement" and the "Note"). Capitalized terms not defined herein shall have the meanings ascribed thereto in the Loan Agreement and the Note.
- B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in presently existing and hereafter acquired Collateral, including all intellectual property assets of Borrower, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Lender, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Lender as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Agreement and Note, Borrower grants and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired intellectual property assets (including, without limitation, those patents, copyrights, and trademarks listed on any exhibit attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof and all goodwill associated with all of the foregoing.
2. **Rights and Remedies; Exercise.** This security interest is granted in conjunction with, and as a supplement to, the other security interests granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted in this Agreement are in addition to those rights and remedies of Lender set forth in the Loan Agreement and the Note, and those which are now available and may hereafter become available to Lender as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code as being available to a "secured party" and "creditor". Lender may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the Note. Each right, power and remedy of Lender provided for herein, in the Loan Agreement, and in the Note, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent, and the exercise by Lender of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Lender, of any or all other rights, powers and remedies.
3. **Term.** The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.
4. **Registered Intellectual Property.** Borrower represents and warrants that **Exhibits A, B, and C** attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable (all of the preceding items in this Section 4 are collectively the "Current Intellectual Property Collateral").
5. **New IP.** The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the Effective Date of this Agreement ("New IP"). Borrower shall give to Lender written notice of all New IP promptly after the acquisition of same. Borrower hereby authorizes Lender to (i) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any New IP, and (ii) file a duplicate original of this Agreement containing the amended Exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Lender's Use of Intellectual Property; No Liability. Borrower agrees that (a) the Lender's use of the Current Intellectual Property Collateral or New IP as authorized hereunder and in any other agreements in connection with Lender's exercise of its rights and remedies shall be co-extensive with Borrower's rights thereunder, and (b) Lender will have no liability for royalties and other related charges upon exercise of such rights and remedies.
7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Lender (and all persons designated by Lender in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Borrower's or Lender's name, to take any action and execute any instrument which Lender may deem necessary or advisable to accomplish the purpose of this Agreement.
8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a copy or duplicate original of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and the filing of a copy or duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Lender's sole discretion to protect and perfect and put the public on notice of Lender's security interest and rights in the Current Intellectual Property Collateral and the New IP. Borrower shall from time to time execute and deliver to Lender, at the request of Lender, such other documents, instruments and records as Lender may request, in form and substance satisfactory to Lender and its counsel, to perfect and continue Lender's security interest in the Current Intellectual Property Collateral and the New IP.
9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of or waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Lender's rights and obligations under the Loan Agreement or Note will succeed to Lender's rights under this Agreement, and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower: to the address of record for Borrower maintained by the Secretary

of State of Georgia

If to Lender: Daniel J. O'Dwyer

5165 Cralyn Court

Duluth, Georgia 30097

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed under seal with authority duly obtained, as of the date first written above.

MAXIMUM VISIBILITY SOLUTIONS, LLC

By: 
Paul E. Sidwell, Manager

EXHIBIT A
COPYRIGHTS

Title of Work

Registration
Number

Registration
Date

None

EXHIBIT B

PATENTS

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|----------------------------------------------------|-------------------------------------------------|-----------------------------------------------|
| Balloon and rod connector combined with the rod | D529,102 | 9/26/06 |
| Balloon pedestal | D517,123 | 3/14/06 |
| Balloon pedestal | 6,969,295 | 11/29/05 |
| Balloon assembly | 20060246816 | 11/2/2006 |

EXHIBIT C
TRADEMARKS

| <u>Mark</u> | <u>Design</u> | <u>Class</u> | <u>Application/ Reg. No.</u> | <u>Filing/ Reg. Date</u> | <u>Status</u> |
|-------------|---------------|--------------|----------------------------------|------------------------------|---------------|
| None | | | | | |

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