



10-10-2007

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION  
PATENT



103451632

To the Director of the U.S. Patent and Trademark Office:

address(es) below.

1. Name of conveying party(ies)

Neomedia Technologies, Inc.

2. Name and address of receiving party(ies)

Name: YA Global Investments, LP

Internal Address:

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

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

Execution Date(s)

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other

Street Address: 101 Hudson Street, Suite 3700

City: Jersey City

State: NJ

Country: USA Zip: 07302

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

4,724,309, 6,089,610, 5,933,829, 6,434,561, 6,199,048, 5,978,773,  
6,108,656, 6,315,329, 6,430,554, 6,542,933, 6,651,053, 6,675,185,  
6,766,363, 6,865,608, 6,530,601, 10,768,991, 6,993,573, see  
attached

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: Ronald S. Haligman

Internal Address: ronald.haligman@klqates.com

Street Address: 200 South Biscayne Blvd., 20th Floor

City: Miami

State: FL Zip: 33131

Phone Number: 305 339 3300

Fax Number: 305 358 7095

Email Address: ronald.haligman@klqates.com

6. Total number of applications and patents involved: 21

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 840

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Ronald S. Haligman  
Signature

10-3-7  
Date

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

Name of Person Signing

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

10/09/2007 DBYRNE 00000056 4724309  
01 FC:8021 840.00 OP

PATENT  
REEL: 019943 FRAME: 0778

1. Name of Conveying Party(ies) (continued)

NeoMedia Telecom Services, Inc.

NeoMedia Micro Paint Repair, Inc.

NeoMedia Migration, Inc.

4. Application or Patent Numbers (continued)

11/097,989

11/269,139

11/336,422

11,406,516

# SECURITY AGREEMENT

## (Patent)

**THIS SECURITY AGREEMENT (PATENT)** ("Agreement"), is entered into and made effective as of August 24, 2007, by and between **NEOMEDIA TECHNOLOGIES, INC.**, a Delaware corporation with its principal place of business located at 2201 Second Street, Suite 600, Fort Myers, Florida 33901 (the "Parent"), and the each subsidiary of the Parent listed on Schedule I attached hereto (each a "Subsidiary," and collectively and together with the Parent, the "Company"), in favor of the **YA GLOBAL INVESTMENTS, L.P.** (the "Secured Party").

## WITNESETH:

**WHEREAS**, the Parent shall issue and sell to the Secured Party, as provided in the Securities Purchase Agreement between the Parent and the Secured Party dated as of August 24, 2007 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Securities Purchase Agreement"), and the Secured Party shall purchase secured convertible debentures in the principal amount equal to \$1,775,000 (the "Convertible Debentures");

**WHEREAS**, to induce the Secured Party to enter into the transactions contemplated by the Securities Purchase Agreement and the Convertible Debentures, Registration Rights Agreement of even date herewith between the Parent and the Secured Party (the "Registration Rights Agreement"), the Irrevocable Transfer Agent Instructions among the Parent, the Secured Party, the Parent's transfer agent, and David Gonzalez, Esq. (the "Transfer Agent Instructions"), a warrant, dated as of the date hereof, to purchase 75,000,000 shares of the Parent's common stock, par value \$0.01 per share (the "Warrant"), and the letter agreement, dated as of the date hereof, between the Parent and the Secured Party, repricing the exercise price of previously issued Parent warrants to the Secured Party and repricing the conversion price of previously issued Parent convertible debentures to the Secured Party (the "Lender Agreement") (collectively referred to as the "Transaction Documents"), each Company hereby grants to the Secured Party a security interest, and in the case of the Parent, grants and extends all previously granted security interests, in and to the Patent Collateral (as defined below) to secure all of the Obligations (as defined below);

**WHEREAS**, in connection with the Securities Purchase Agreement, each Company has agreed to provide the Secured Party a general security interest in Pledged Property (as this term is defined in the Security Agreement by and between each Company and the Secured Party, dated August 24, 2006 (together with all amendments, supplements, restatements and other modifications, if any, from time to time made thereto, the "Security Agreement"), and the UCC-1 financing statement filed with the Delaware Secretary of State on August 25, 2006 Initial Filing No. 62970861 and amended on November 14, 2006 Amendment No. 6396311 3 and UCC-1 financing statement filed with the Florida Secretary of State on August 25, 2006 Initial Filing No. 200603546313 and amended on November 14, 2006 Amendment No. 200604142828;

**WHEREAS**, the Company has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Company agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Securities Purchase Agreement.

(a) "Obligations" shall have the meaning assigned to it in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Company, the Company does hereby mortgage, pledge and hypothecate to the Secured Party and grant to the Secured Party a security interest in all of the following property (the "Patent Collateral"), now owned and existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Schedule "A" hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses and other agreements providing the Company with the right to use any of the items of the type referred to in clauses (a) and (b), including each patent license referred to in Schedule "A" hereto;

(d) the right to sue third parties for past, present or future infringements of any Patent Collateral described in clauses (a) and (b) and, to the extent applicable, clause (c); and

(e) all proceeds of, and rights associated with, the foregoing, (including license royalties and proceeds of infringement suits), and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Company for the purpose of recording the security interest of the Secured Party in the Patent Collateral relating to patents referred to in Schedule "A" with the United States Patent and Trade Marks Office, to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations the Secured Party shall, at the Company's expense, execute and deliver to the Company all

instruments and other documents as may be necessary or proper to release the lien on any security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgement. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 6. Securities Purchase Agreement. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Securities Purchase Agreement, the provisions of the Securities Purchase Agreement shall take precedence over those contained herein and, in particular, if any act of the Company is expressly permitted under the Securities Purchase Agreement but is prohibited hereunder, any such act shall be permitted hereunder and any encumbrance expressly permitted under the Securities Purchase Agreement to exist or to remain outstanding shall be permitted hereunder and thereunder. This instrument, document or agreement may be sold, assigned or transferred by the Agent in accordance with the terms of the Securities Purchase Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

COMPANY:

NEOMEDIA TECHNOLOGIES, INC.

By: Scott Womble  
Name: Scott Womble  
Title: Interim Chief Financial Officer

STATE OF Florida )  
COUNTY OF Lee ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Scott Womble who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed. FL DLW514.437-SB-088-D

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fort Myers, Florida, this 24<sup>th</sup> day of August, 2007.

Sandra R. Jimerson  
Notary Public



SANDRA R. JIMERSON  
Commission DD 648461  
Expires May 5, 2011  
Bonded thru Troy Fain Insurance 800-335-7019

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

COMPANY:  
NEOMEDIA MIGRATION, INC.

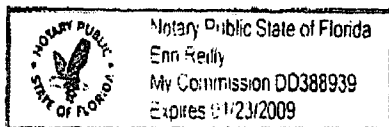
By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Florida )  
 ) SS:  
COUNTY OF (ee )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named William Hoffman who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fort Myers, FL, this 14 day of September, 2007.

[Signature]  
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

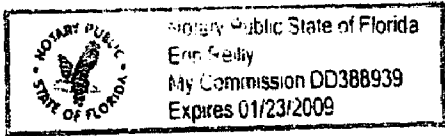
COMPANY:  
NEOMEDIA MICRO PAINT REPAIR, INC.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Florida )  
COUNTY OF Lee ) SS:

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named William Hoffman who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fort Myers, FL, this 14 day of September 2007.



[Signature]  
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

**COMPANY:**

**NEOMEDIA TELECOM SERVICES, INC.**

By: [Signature]

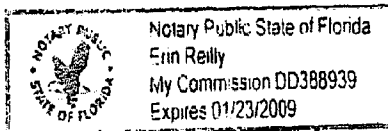
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida )  
COUNTY OF Lee ) SS:

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared the above-named William Hoffman who acknowledged that he/she did sign the foregoing agreement and that the same is his/her free act and deed.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at Fort Myers, FL, this 14 day of September, 2007.



[Signature]  
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement as of the date first above written.

**SECURED PARTY:**

**YA GLOBAL INVESTMENTS, L.P.**

**By: Yorkville Advisors, LLC**

**Its: Investment Manager**

By: 

Name: \_\_\_\_\_

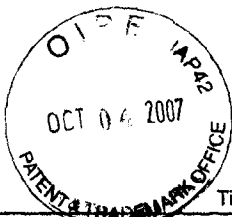
Title: \_\_\_\_\_



**SCHEDULE I**

**LEGAL NAMES;  
ORGANIZATIONAL IDENTIFICATION NUMBERS;  
STATES OF ORGANIZATION**

<b>Company's Name</b>	<b>State of Organization</b>	<b>Employer ID</b>	<b>Organizational ID</b>
NeoMedia Migration, Inc.	Delaware		
NeoMedia Micro Paint Repair, Inc.	Nevada		
NeoMedia Telecom Services, Inc.	Nevada		



## SCHEDULE A - US Patents and Applications of Neomedica

3/26/2007

Title	Filing Date	Serial Number	Issued On	Patent Number
MACHINE READABLE DOCUMENT AND METHOD FOR PROCESSING	5/9/1985	861,601	2/9/1988	4,724,309
SECURITY DOCUMENT	10/27/1997	961,556	7/18/2000	6,089,610
AUTOMATIC ACCESS OF ELECTRONIC INFORMATION THROUGH SECURE MACHINE-READABLE CODES ON PRINTED DOCUMENTS	11/8/1997	08/967,383	8/3/1999	5,933,829
METHOD FOR ACCESSING ELECTRONIC RESOURCES VIA EMBEDDED MACHINE READABLE DATA ON DOCUMENTS	5/9/1998	09/075,238	8/13/2002	6,434,561
SYSTEM AND METHOD FOR USING AN ORDINARY ARTICLE OF COMMERCE TO ACCESS A REMOTE COMPUTER	1/15/1999	09/232,908	3/6/2001	6,199,048
SYSTEM AND METHOD FOR USING AN ORDINARY ARTICLE OF COMMERCE TO ACCESS A REMOTE COMPUTER	2/18/1999	08/538,365	11/2/1999	5,978,773
AUTOMATIC ACCESS OF ELECTRONIC INFORMATION THROUGH MACHINE-READABLE CODES ON PRINTED DOCUMENTS	5/11/1999	09/309,869	8/22/2000	6,108,656
METHODS FOR DETECTING FRAUDULENT INSTRUMENTS	10/14/1999	09/417,891	11/13/2001	6,315,329
INTERACTIVE SYSTEM FOR INVESTIGATING PRODUCTS ON A NETWORK	1/25/2000	09/806,723	8/6/2002	6,430,554
SYSTEM AND METHOD OF USING MACHINE-READABLE OR HUMAN-READABLE LINKAGE CODES FOR ACCESSING NETWORKED DATA RESOURCES	4/5/2000	09/543,178	4/1/2003	6,542,933
INTERACTIVE SYSTEM FOR INVESTIGATING PRODUCTS ON A NETWORK	8/28/2000	09/649,184	11/8/2003	6,651,053
METHOD FOR LINKING A BILLBOARD OR SIGNAGE TO INFORMATION ON A GLOBAL COMPUTER NETWORK THROUGH MANUAL INFORMATION INPUT OR A GLOBAL POSITIONING SYSTEM	8/28/2000	09/649,501	1/6/2004	6,675,165
SYSTEM AND METHOD OF LINKING ITEMS IN AUDIO, VISUAL, AND PRINTED MEDIA TO RELATED INFORMATION STORED ON AN ELECTRONIC NETWORK USING A MOBILE DEVICE	8/31/2000	09/652,943	7/20/2004	6,766,363
METHOD AND SYSTEM FOR SIMPLIFIED ACCESS TO INTERNET CONTENT ON A WIRELESS DEVICE	3/29/2001	09/821,677	3/8/2005	6,865,608
SECURITY SYSTEM	11/13/2001	09/987,136	3/11/2003	6,530,601
SYSTEM AND METHOD FOR USING AN ORDINARY ARTICLE OF COMMERCE TO ACCESS A REMOTE COMPUTER	1/29/2004	10/768,991		
AUTOMATIC ACCESS OF INTERNET CONTENT WITH A CAMERA-ENABLED CELL PHONE	6/7/2004	10/863,580	1/31/2006	6,993,573
SYSTEM AND METHOD OF USING DNA FOR LINKING TO NETWORK RESOURCES	4/1/2005	11/097,989		
AUTOMATICAL ACCESS OF INTERNET CONTENT WITH A CAMERA-ENABLED CELL PHONE	11/8/2005	11/269,139		
MOBILE SOCIAL SEARCH USING PHYSICAL IDENTIFIERS	1/20/2006	11/336,422		
SYSTEM AND METHOD FOR EXCHANGE OF INFORMATION AMONGST PEERS IN A PEER TO PEER WIRELESS NETWORK	4/18/2006	11/406,516		