

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
Motion Research Corporation	09/30/2007
RECEIVING PARTY DATA	
Name:	Christopher P. Maiorana, P.C.
Street Address:	24840 Harper Avenue, Suite 100
City:	St. Clair Shores
State/Country:	MICHIGAN
Postal Code:	48080
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11609030
Application Number:	11555317
Application Number:	11584872
CORRESPONDENCE DATA	
Fax Number:	(586)498-0673
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	586-498-0670
Email:	chriscpm2@aol.com
Correspondent Name:	CHRISTOPHER P. MAIORANA, P.C.
Address Line 1:	24840 Harper, Suite 100
Address Line 4:	St. Clair Shores, MICHIGAN 48080
ATTORNEY DOCKET NUMBER:	MOTION SECURITY
NAME OF SUBMITTER:	Christopher Maiorana
Total Attachments: 6 source=security_agreement_signed_101107#page1.tif source=security_agreement_signed_101107#page2.tif	

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SATISFACTION: The Debt evidenced by this Note has been satisfied in full this ____ day of _____, 20__.

Signed: _____

PROMISSORY NOTE
AND SECURITY AGREEMENT BETWEEN

CHRISTOPHER P. MAIORANA, P.C.
24840 Harper Avenue, Suite 200
St. Clair Shores, MI 48080

and

MOTION RESEARCH
215 WEST HARRISON STREET, SUITE 110
SEATTLE, WA 98119

September 28, 2007

FOR VALUE ALREADY RECEIVED, MOTION RESEARCH ("DEBTOR") promises to pay to CHRISTOPHER P. MAIORANA ("MAIORANA"), the principal sum of FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000) with interest from the date hereof at the rate of ten percent (10%) per annum on the unpaid balance until paid or until default, with interest compounding. Both principal and interest payable in lawful money of the United States of America, at the office of CHRISTOPHER P. MAIORANA, P.C., 24840 HARPER AVENUE, SUITE 100, ST. CLAIR SHORES, MI 48080, or at such place as the legal holder hereof may designate in writing. The interest shall be calculated on the first day of each month. MAIORANA has provided DEBTOR with legal work worth in excess of the sum of the indebtedness. MAIORANA agrees that any previous stock agreements are discharged in favor of this Agreement.

DEBTOR has made assertions that said note is intended to be paid by December 31, 2007.

As used herein, the term "Note" shall include the security agreement contained herein. This Note is to be governed and construed in accordance with the laws and jurisdiction of the State of Michigan.

If said note is not paid by March 1, 2008, an additional penalty of \$5,000 shall apply.

If said note is not paid by September 1, 2008, an additional penalty of \$5,000 shall apply. Each subsequent 6-month period shall incur an additional \$5,000 penalty.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium.

If payment has not been made in full by September 1, 2008, DEBTOR is in default and subject to civil remedies under the law and jurisdiction of the State of Michigan. If DEBTOR declares bankruptcy, DEBTOR shall be in default. MAIORANA has the option to delay civil remedies beyond September 1, 2008. Failure to exercise, or to delay exercising, this option shall not constitute a waiver of the right to exercise the same at any other time.

Until this Note is paid in full (whether on the due date set forth above or on such earlier date as provided upon default or the happening of other events set forth in this Note) MAIORANA shall have the right to exercise all rights granted under this Note to it and shall have the following additional rights as well:

a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of Property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Patent and each application for a Patent ("Patent Application"), including, without limitation, each Patent and Patent Application referred to in Schedule 1 annexed hereto, together with any reissues, continuations, divisions, modifications, substitutions or extensions thereof;
- (2) each Patent License, including, without limitation, each Patent License referred to in Schedule 1 annexed hereto; and
- (3) all Proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future infringement or breach of any Patent or Patent License, including, without limitation, any Patent or Patent

License referred to in Schedule 1 annexed hereto, and any Patent issued pursuant to a Patent Application referred to in Schedule 1 annexed hereto.

All parties to this Note, including DEBTOR and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and any instrument securing this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default, the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the DEBTOR, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note.

The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described herein and/or in any instrument securing this Note or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release or such rights or remedies or the right to exercise any of them at another time.

This Note is given for money owed. To further secure this Note, DEBTOR grants MAIORANA a first priority security interest under the Uniform Commercial Code (the "UCC"), adopted by the state of Michigan in the Patent Collateral referred to in Schedule 1 annexed hereto MAIORANA shall have all rights of a secured party applicable under the UCC and under this Note, such rights being cumulative. The undersigned agrees not to transfer or convey (by sale, gift, devise or otherwise), grant a security interest in, pledge or otherwise encumber the Patent Collateral or any interest therein without the prior written consent of the MAIORANA, which consent MAIORANA may grant or withhold in his sole discretion. In addition to, and not in limitation of the foregoing, in the event of any attempted transfer, pledge or encumbrance of the Patent Collateral or any interest therein, whether or not consented to by

MAIORANA (and whether by sale, gift, devise or otherwise), MAIORANA may declare all sums due under this Note immediately due and payable. In the event such security interest ever constitutes a lower than first priority security interest, MAIORANA may declare this Note in default and no cure period for such default shall exist unless required by applicable law, in which event such cure period shall be the minimum required by applicable law.

Upon the occurrence and during the continuance of any event of default, any and all licensing fees and/or other financial benefits paid or payable in respect of the Patent Collateral shall be delivered to MAIORANA, (i) if cash, applied against amounts owing by DEBTOR under this Note and (ii) if not cash, held by MAIORANA in the same manner as the Patent Collateral, subject to MAIORANA's rights and remedies as provided herein.

The DEBTOR hereby irrevocably appoints MAIORANA and any officer thereof the DEBTOR's Attorney In Fact, with full power of substitution for and on behalf and in the name of DEBTOR, during the existence and continuance of any default, in MAIORANA's sole discretion, to take any action and to execute any instrument which MAIORANA may deem necessary or advisable to accomplish the purposes of this Note, including, without limitation, the right to sell the Patent Collateral or exercise any and all of its rights and remedies under this Note and applicable law. This Power of Attorney is a Power coupled with an interest and shall be irrevocable and is conferred on MAIORANA solely to protect, preserve and realize on its security interest in the Patent Collateral. This Power of Attorney shall be durable.

DEBTOR agrees that MAIORANA is under no obligation to perform further legal services until said note is paid in full. MAIORANA currently agrees to help in maintaining the pendency of the Patent Collateral. Such help shall NOT include advancing further Patent Office fees. Such help may include filing continuation applications, requests to delay examination and/or extensions of time. MAIORANA agrees to perform basic filings without additional charges while said Note is in force. DEBTOR agrees to provide funds for the Patent Office costs of such basic filings prior to such filings. DEBTOR agrees such funds are not to be considered payment of said note. MAIORANA may optionally advance fees at its discretion if deemed necessary by MAIORANA to preserve MAIORANA's interest in the Patent Collateral.

DEBTOR understands that this agreement will be electronically filed with the assignment branch of the United States Patent office.

In the even of a potential sale of all or part of DEBTOR's assets that contemplates payment of this note, MAIORANA will work diligently so as to not delay such sale. Such diligent work to include appropriate letter's of intent to timely discharge said note upon payment of all balances owed. MAIORANA agrees to electronically file a discharge of said note within 10 days of such payment in full. Recordation of such an electronic filing is normally available for public viewing nearly immediately (e.g., one business day of such filing).

Sept 30, 2007
Date

Robert A. Rogers
Robert Rogers
President, Motion Research

Schedule 1
to
PROMISSORY NOTE
AND SECURITY AGREEMENT

PATENTS

None.

PATENT APPLICATIONS

US Ser. No. 11/609,030, filed December 11, 2006
US Ser. No. 11/555,317, filed November 1, 2006
US Ser. No. 11/584,872, filed October 23, 2006

PATENT LICENSES

None.

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