



01-24-2008



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Trademark Office

RECORDATION FOR

103477054

## PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies)

EVA CORPORATION  
Hugh H. Trout, III, M.D.

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

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

Execution Date(s) August 11, 2007

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

### 2. Name and address of receiving party(ies)

Name: Kelley Drye & Warren LLP

Internal Address: \_\_\_\_\_

Street Address: 3050 K Street, NW

City: Washington

State: D.C.

Country: US Zip: 20007

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

### 4. Application or patent number(s):

A. Patent Application No.(s)  
09/108,189

and see attached

14 total

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

B. Patent No.(s)

5,207,695

and see attached

22 total

Additional numbers attached? ☒ Yes ☐ No

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

Name: JOHN N. COULBY

Internal Address: Kelley Drye & Warren LLP

Street Address: 3050 K St., N.W.

City: Washington

State: D.C. Zip: 20007

Phone Number: 202-342-8400

Fax Number: 202-342-8451

Email Address: jcoulby@kelleydrye.com

### 6. Total number of applications and patents involved: 36

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,440.00

- ☐ 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 03-2469

Authorized User Name JOHN N. COULBY

### 9. Signature:

Signature

January 18, 2008  
Date

JOHN N. COULBY  
Name of Person Signing

Total number of pages including cover  
sheet, attachments, and documents: 11

## SCHEDULE A

Description of the Collateral:

All of Debtor's right, title and interest in and to,

Granted Patents

5,207,695	United States of America	Granted
5,972,023	United States of America	Granted
5,944,750	United States of America	Granted
5,957,940	United States of America	Granted
6,371,919	United States of America	Granted
6,635,066	United States of America	Granted
6,544,253	United States of America	Granted
6,217,597	United States of America	Granted
5,997,556	United States of America	Granted
6,270,516	United States of America	Granted
6,145,509	United States of America	Granted
6,409,757	United States of America	Granted
6,248,118	United States of America	Granted
6,520,974	United States of America	Granted
6,648,912	United States of America	Granted
6,706,047	United States of America	Granted
6,607,555	United States of America	Granted
6,855,159	United States of America	Granted
7,105,012	United States of America	Granted
7,101,366	United States of America	Granted
2001-234948	Australia	Granted
2001-238266	Australia	Granted
2001-238270	Australia	Granted
769384	Australia	Granted

and Pending Applications

09/108,189	United States of America	Pending
10/173,660	United States of America	Pending
10/323,661	United States of America	Pending
10/345,143	United States of America	Pending
10/410,924	United States of America	Pending
10/417,163	United States of America	Pending
10/614,782	United States of America	Pending
10/667,521	United States of America	Pending

10/687,622	United States of America	Pending
11/038,406	United States of America	Pending
11/038,407	United States of America	Pending
11/038,408	United States of America	Pending
11/326,351	United States of America	Pending
11/366,604	United States of America	Pending
11/503,922	United States of America	Pending
10/173,028	United States of America	Pending
2001-522925	Japan	Pending
2001-537633	Japan	Pending
2001-557478	Japan	Pending
2000-500045	Japan	Pending
2000-560815	Japan	Pending
2000-587672	Japan	Pending
2000-596836	Japan	Pending
2000-611819	Japan	Pending
2001-559384	Japan	Pending
2001-559526	Japan	Pending
2003-504825	Japan	Pending
2003-504866	Japan	Pending
2003-506564	Japan	Pending
2003-577770	Japan	Pending
2003-585610	Japan	Pending
2004-510603	Japan	Pending
2004-519995	Japan	Pending
2004-568958	Japan	Pending
2006-551285	Japan	Pending
2,398,025	Canada	Pending
2,398,096	Canada	Pending
2,400,196	Canada	Pending
98932833.1	European Patent Convention	Pending
00911820.9	European Patent Convention	Pending
00963498.1	European Patent Convention	Pending
00982142.2	European Patent Convention	Pending
01907134.9	European Patent Convention	Pending
01910683.0	European Patent Convention	Pending
01910687.1	European Patent Convention	Pending
02742169.2	European Patent Convention	Pending
02746541.8	European Patent Convention	Pending
02797426.0	European Patent Convention	Pending
03703817.1	European Patent Convention	Pending
03711617.5	European Patent Convention	Pending
03731014.1	European Patent Convention	Pending
03733906.6	European Patent Convention	Pending

03747008.5	European Patent Convention	Pending
03759381.1	European Patent Convention	Pending
03763320.3	European Patent Convention	Pending
05705972.7	European Patent Convention	Pending
05711744.2	European Patent Convention	Pending
05711745.9	European Patent Convention	Pending
99935749.4	European Patent Convention	Pending
99935749.4	European Patent Convention	Pending
99965211.8	European Patent Convention	Pending
04107751.0	Hong Kong	Pending
04107753.8	Hong Kong	Pending
US2006/031775	PCT	Pending.

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made and entered into as of the \_\_\_\_ day of July 2007 by and between KELLEY DRYE COLLIER SHANNON (a trade name of Kelley Drye & Warren LLP) ("Secured Party") and EVA CORPORATION, a Maryland corporation ("Debtor").

For and in consideration of the sum of \$10.00, the receipt and sufficiency of which hereby are acknowledged, and the mutual covenants set forth in this Agreement, the parties hereby agree as follows:

1. Secured Party has made a loan (the "Indebtedness") to Debtor in the maximum principal amount of Seven Hundred Twenty-one Thousand Three Hundred Fifty-five and 55/100 Dollars (\$721,355.55). As security for the repayment of the Indebtedness, which Indebtedness is evidenced by that certain Secured Demand Promissory Note of even date herewith, made by Debtor and payable to the order of Secured Party (the "Note"), Debtor hereby sells, assigns and transfers to Secured Party, and hereby grants to Secured Party a continuing security interest of first priority in, all of the Collateral described in Section 2 of this Agreement, in accordance with the Uniform Commercial Code of the District of Columbia, as amended from time to time (the "UCC").

2. This Agreement covers all of Debtor's right, title and interest to certain of the Debtor's Patent Rights, together with (i) all additions and accessions thereto and substitutions or replacements therefore, (ii) all royalties, payments, profits, gains and income derived from, or made with respect to, the Patent Rights, (iii) all receivables or accounts arising or created with respect to the Patent Rights, (iv) all cash proceeds from any contracts or contract rights arising or created with respect to the Patent Rights and (v) any agreement now or hereafter in effect granting to any third party any right to make, use or sell any invention on which a Patent Right, now or hereafter owned by Debtor or which Debtor otherwise has the right to license, is in existence, or granting to Debtor any right to make, use or sell any invention on which property of the type described in the definition of Patent Right herein, now or hereafter owned by any third party, is in existence, and all rights of Debtor under any such agreement (hereinafter, collectively and severally, the "Collateral"). For all purposes of this Agreement, the term "Patent Rights" means, collectively, all of Debtor's letters patent described on Schedule A attached to this Agreement and incorporated in this Agreement by this reference, whether under the laws of the United States or any other country or jurisdiction, all recordings and registrations thereof and applications therefor, including, without limitation, the inventions and improvements described therein, and all reissues, continuations, divisions, renewals, extensions, substitutions and continuations-in-part thereof, in each case whether now owned or existing or hereafter acquired or arising.

3. Debtor agrees to sign and deliver to Secured Party such financing statements, in form acceptable to Secured Party, and to take such other actions or deliver such other documents, instruments or agreements, including by not limited to,

any documents necessary for recordation, filing or registration with the U.S. Patent and Trademark Office or in any other country or jurisdiction, as Secured Party from time to time may request or as are necessary or desirable in the opinion of Secured Party to establish and maintain a valid, enforceable, first priority security interest in the Collateral as provided in this Agreement and the other rights and security contemplated in this Agreement, all in accordance with the Uniform Commercial Code as enacted in any and all relevant jurisdictions or any other relevant law. Debtor will pay any applicable filing fees and related expenses. Debtor authorizes Secured Party to file any such financing statements without the signature of Debtor.

4. The Note is incorporated by reference into this Agreement and made a part of this Agreement. Debtor agrees that in the event of any default under the Note, such default will constitute a default under this Agreement, entitling Secured Party to exercise any and all rights and remedies provided in this Agreement or provided under the UCC or any other applicable law, including, without limitation, the exercise of any one or more of the following rights and remedies:

(a) Personally, or by Secured Party's agents or attorneys, immediately to take possession of the Collateral or any part of it from Debtor or any other person who then has possession of any part of it with or without notice or process of law, and for that purpose to enter upon the premises of Debtor where any of the Collateral is located and/or any books and records relating to the Collateral are maintained and remove the same, and Debtor agrees not to resist or interfere with such action;

(b) In Secured Party's own name or in Debtor's name, but at Debtor's expense, to assign, sell and/or otherwise dispose of or liquidate all or any portion of the Collateral and to take possession of the proceeds of any such sale or liquidation or to make any other disposition of the Collateral, or any part thereof, and to give good and sufficient releases thereof, to endorse any checks, drafts or other orders for the payment of monies payable to Debtor in payment thereof and, in Secured Party's discretion to file any claims or take any action or proceeding, either in Secured Party's own name or in Debtor's name, or otherwise, which Secured Party may deem necessary or advisable;

(c) To take possession of the Collateral or any part thereof by directing Debtor at Debtor's expense to deliver such Collateral to Secured Party at any place designated by Secured Party, it being understood that Debtor's obligation to deliver the Collateral is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, Secured Party will be entitled to a decree requiring specific performance by Debtor of such obligation.

All such rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party determines in the exercise of its sole and absolute discretion. To the extent permitted by any such requirement of law, Secured Party may bid for and become the purchaser of the Collateral or any item

thereof offered for sale in accordance with this Section without accountability to Debtor (except to the extent of surplus money received)

5. Debtor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense any Patent Rights now owned or licensed or hereafter acquired or licensed by Debtor, wherever the same may be located throughout the world, for such term or terms, on such conditions and in such manner as Secured Party shall determine, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license or sublicense by Secured Party shall be exercised, at the option of Secured Party, only upon the occurrence and during the continuation of an event of default; provided that any license, sublicense or other transaction entered into by Secured Party in accordance herewith shall be binding upon the Debtor notwithstanding any subsequent cure of an event of default.

6. If any notification of the intended disposition of any of the Collateral is required by law, such notification, if mailed, will be deemed reasonably and properly given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to Debtor at the address set forth in Section 16 of this Agreement. Any proceeds of any disposition of any of the Collateral may be applied by Secured Party to the payment of expenses in connection with the Collateral, including reasonable attorneys' fees and expenses, and any balance of such proceeds may be applied by Secured Party to the indebtedness owing under the Note as Secured Party may elect.

7. Debtor hereby waives, to the extent permitted by applicable law, (a) notice and judicial hearing in connection with Secured Party's taking possession or disposition of any of the Collateral, and (b) all damages occasioned by such taking of possession or disposition, except any damages that are the direct result of Secured Party's gross negligence or willful misconduct.

8. Debtor hereby agrees to indemnify and hold harmless Secured Party and Secured Party's successors, assigns, employees and agents (collectively, "Indemnitees") from any and all liabilities, obligations, damages, claims, actions, suits, judgments, costs and expenses (including attorneys' fees and expenses) of whatsoever kind or nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to this Agreement or the Note or the transactions contemplated thereby, except as a direct result of Secured Party's gross negligence or willful misconduct.

9. This Agreement will be binding upon Debtor and Debtor's successors and assigns and will inure to the benefit of Secured Party and Secured Party's successors and assigns. As used herein, the term "Secured Party" will mean the holder at any particular time of the Note. This Agreement and the rights and obligations of the parties

to this Agreement will be construed in accordance with and be governed by the laws of the District of Columbia, without giving effect to the principles thereof relating to conflicts of law that would have the effect of causing the application of the laws of any jurisdiction other than the District of Columbia.

10. Upon payment in full of the Note and all other obligations represented thereby, this Agreement will terminate and Secured Party, at Debtor's expense, will execute and deliver to Debtor UCC termination statements and other appropriate releases with respect to the Collateral, if needed.

11. No delay on the part of Secured Party in exercising any of Secured Party's rights, remedies, powers and privileges under this Agreement or partial or single exercise thereof will constitute a waiver thereof. None of the terms and conditions of this Agreement may be changed, waived, modified or varied on any manner whatsoever unless in writing duly executed by Debtor and Secured Party. No notice to or demand on Debtor in any case will entitle Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of Secured Party to any other or further action on any circumstances without notice or demand.

12. The obligations of Debtor pursuant to this Agreement will remain in full force and effect without regard to, and will not be impaired by (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement, or the Note, except as specifically set forth in a waiver granted pursuant to the provisions of this Agreement; or (c) any amendment to or modification of this Agreement or any security for any of the Indebtedness (whether or not Debtor has notice or knowledge of any of the foregoing).

13. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

14. Debtor hereby irrevocably consents to any suit, action or proceeding with respect to this Agreement being brought in any state or federal court of competent jurisdiction located in the Commonwealth of Virginia, and waives any objection that Debtor might have now or hereafter to the venue of any such suit, action or proceeding in any such court and any claim that any of the foregoing has been brought in an inconvenient forum. Nothing in this Section will affect Secured Party's right to serve process in any other manner permitted by law.

15. This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which together constitute one and the same document.

16. The address of Debtor is \_\_\_\_\_. The address of Secured Party is 3050 K Street, NW, Suite 400, Washington, DC 20007.



[SIGNATURE PAGES FOLLOW]

- 5 -

DC01/WEINA/301186.2

**PATENT**  
**REEL: 020403 FRAME: 0830**

IN WITNESS WHEREOF, Secured Party and Debtor have executed this Security Agreement as of the date first above written.

SECURED PARTY:

KELLEY DRYE COLLIER SHANNON  
(a trade name of Kelley Drye & Warren, LLP)

By: Scott Gutterman  
Name: Scott Gutterman  
Its: Director of Finance

DEBTOR:

EVA CORPORATION,  
A Maryland corporation

By: Thomas D. Kober  
Name: Thomas D. Kober  
Its: CEO

SCOTT,  
Please note that  
there are note holders  
that have a secured  
interest pari passu  
on all assets including  
the patents, etc just  
so you know, I do  
not mind your priority  
but I do not know where  
it exists legally. Tom

Security interest granted from EVA Corporation to Kelley Drye &amp; Warren LLP

## Patent Numbers

5,207,695	United States of America	Granted
5,972,023	United States of America	Granted
5,944,750	United States of America	Granted
5,957,940	United States of America	Granted
6,371,919	United States of America	Granted
6,635,066	United States of America	Granted
6,544,253	United States of America	Granted
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6,607,555	United States of America	Granted
6,855,159	United States of America	Granted
7,105,012	United States of America	Granted
7,101,366	United States of America	Granted
7,322,992	United States of America	Granted
7,322,943	United States of America	Granted

## and Pending Application Numbers

09/108,189	United States of America	Pending
10/345,143	United States of America	Pending
10/410,924	United States of America	Pending
10/417,163	United States of America	Pending
10/614,782	United States of America	Pending
10/667,521	United States of America	Pending
10/687,622	United States of America	Pending
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11/038,407	United States of America	Pending
11/038,408	United States of America	Pending
11/326,351	United States of America	Pending
11/366,604	United States of America	Pending
11/503,922	United States of America	Pending
10/173,028	United States of America	Pending