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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
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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)
BSECURED SOLUTIONS II, LLCAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) September 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: ROBERT MCEWEN

Internal Address: _____

Street Address: 7382 Ridgepoint DriveCity: CincinnatiState: OHCountry: U.S.A. Zip: 45230Additional 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)

11/108,347 filed 4/17/2005

B. Patent No.(s)

6,002,7696,445,7976,058,189Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Gregg W. Emch - Reg. No. 38,868

Internal Address: _____

MacMillan, Sobanski & Todd, LLCStreet Address: One Maritime Plaza, Fifth Floor720 Water StreetCity: ToledoState: OH Zip: 43604-1853Phone Number: (419) 255-5900Fax Number: (419) 255-9639Email Address: emch@mstfirm.com**6. Total number of applications and patents involved:** 4**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 160.00

- ☐ 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 13-0005Authorized User Name MacMillan Sobanski Todd**9. Signature:** _____

Signature

February 4, 2008

Date

Gregg W. Emch

Name of Person Signing

Total number of pages including cover

5Documents 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, VA 22313-1450

CH \$160.00 130005 11108347

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2. Name and Address of receiving party(ies):

NAME: ELIZABETH MCEWEN

STREET ADDRESS: 7382 Ridgepoint Drive

CITY: Cincinnati

STATE: OH

COUNTRY: U.S.A. ZIP: 45230

COGNOVIT PROMISSORY NOTE

By
bSecured Solutions II, LLC

\$200,000.00

Holland, Ohio
September 11, 2007

Terms of Note

bSecured Solutions II, LLC ("Borrower"), a limited liability company organized pursuant to the laws of the State of Ohio, by and through its authorized representative, for value received – specifically Two Hundred Thousand U.S. Dollars (\$200,000 U.S.D.) by way of a bank check or wire issued to Borrower on behalf of Robert & Elizabeth McEwen ("McEwen") – promises to pay to the order of McEwen, the sum of Two Hundred Thousand and No/100 U.S. Dollars plus interest to be repaid as follows:

The total loan principle amount of Two Hundred Thousand and No/100 U.S. Dollars (\$200,000 U.S.) on or before November 11, 2007;

Plus a monthly interest associated with raising the funds for Borrower of Twenty Thousand U.S. Dollars (\$20,000 U.S.) per month.

Security Underlying Loan/Note

Borrower represents that it is authorized by its Board of Members pursuant to a resolution adopted in accordance with its Operating Agreement, to guarantee the Cognovit Promissory Note issued by Borrower to McEwen.

In consideration of a loan to Borrower of \$200,000 by McEwen, Borrower grants to McEwen a security interest in the patents owned by Borrower not to exceed \$400,000.00 in value. Patents are as follows:

TITLE	STATUS	FILING DATE	SERIAL NO.	PATENT NO.	ISSUE DATE
Method and apparatus for performing secure electronic monetary transactions	Granted	6/20/97	08/879,708	6,058,189	5/2/00
Method and system for performing secure electronic messaging	Granted	9/4/97	08/923,095	6,002,769	12/14/99
Method and system for performing secure electronic digital streaming	Granted	12/6/98	09/212,294	6,445,797	09/03/02
Method and system for performing perfectly secure key exchange and authentication messaging	Pending	4/17/05	11/108,347	(Publication Number: US2006/0034456)	

Borrower understands and acknowledges that if Borrower fails to repay this loan when due and payable, McEwen may process this note to liquidate all patents to meet the obligation.

Initials 

Guarantee by bSecured Solutions, LLC

bSecured Solutions, LLC, a limited liability company organized pursuant to the laws of the State of Nevada, represents that it is authorized by its Board of Members pursuant to a resolution adopted in accordance with its Operating Agreement to guarantee this Cognovit Promissory Note issued by Borrower to McEwen.

bSecured Solutions, LLC, promises that it shall guarantee with all that it now owns, the repayment of Two Hundred Thousand and No/100 Dollars (\$200,000 U.S.D.) or any outstanding portion thereof to McEwen should Borrower default under the terms of this Cognovit Promissory Note and/or fail to pay to McEwen all monies, fees, charges, costs or expenses incurred to achieve repayment of the monies loaned and fees earned. Further, bSecured Solutions, LLC agrees and acknowledges that it is and shall be liable for repayment of the monies loaned and fees earned pursuant to this Cognovit Promissory Note.

Cognovit Provisions

In the event of non-payment of any of the monies, when due, the entire unpaid balance shall at once become due and payable at the option of the holder hereof, without notice or demand. The Borrower hereby authorizes any attorney at law to appear in any court of record of the State of Ohio or any other State in the United States at any time after this note becomes due, whether by acceleration or otherwise, and to waive the issuing and service of process and confess judgment in favor of the legal holder hereof against the Borrower and the guarantors for the amount of principal and interest and any fees earned then appearing due upon this note, together with costs of suit and to release all errors and waive all rights of appeal. Borrower thereby waives presentment, demand, notice of dishonor, protest and notice of non-payment and protest. The undersigned have executed this instrument in the capacity of Borrowers and Guarantors, regardless of the location of their signatures.

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITH OR WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSES SO

The Borrower and Guarantor hereby agree to pay the third party legal fees, and any other costs and expenses (including post judgment collection costs) incurred by McEwen in the event that he retains legal counsel to enforce the terms of, and/or file suit to collect monies due and owing under, this Cognovit Promissory Note or any judgment entered against the Borrower and Guarantors.

The parties hereby indicate by their signatures below that they have read and agree with the terms and condition of this Cognovit Promissory Note and represent and warrant their commitment to abide by, and honor, its terms.

Initial 

Signatures**Borrower:**

bSecured Solutions II, LLC

Dated: September 11, 2007

By: Its: MANAGING MEMBER**Guarantor:**

bSecured Solutions, LLC

Dated: September 11, 2007

By: Its: MANAGING MEMBER**Lender:**

Robert & Elizabeth McEwen

Dated: September 11, 2007

By: By: 

Its: _____

Its: _____