

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
OptiDyn Inc.	01/17/2008

RECEIVING PARTY DATA

Name:	Nancy Stalcup
Street Address:	2461 Weatherford Ct NE
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30068

Name:	Texas, LLC
Street Address:	35 Watergate Drive
Internal Address:	c/o Bruce Schindler
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34236

Name:	Glebe Holdings, LLC
Street Address:	35 Watergate Drive
Internal Address:	c/o Bruce Schindler
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34236

Name:	Iroquois Associates, LLC
Street Address:	35 Watergate Drive
Internal Address:	c/o Bruce Schindler
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34236

PATENT

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REEL: 020976 FRAME: 0406

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Name:	Margaret E. Moore Robinson
Street Address:	376 Allison Dr
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342

Name:	Carol S. Moore, as custodian for Elize Elizabeth Elmore
Street Address:	3551 Paces Valley Rd NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327

Name:	Abner Moore
Street Address:	3551 Paces Valley Rd NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327

Name:	Robert A. Ancien
Street Address:	1235 W Garmon Rd NW
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327

Name:	Jason T. Moore
Street Address:	10990 Rochester Ave., #312
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90024

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6860103
Application Number:	11086527
Application Number:	12039731

#### CORRESPONDENCE DATA

Fax Number: (404)351-5281

**PATENT**  
**REEL: 020976 FRAME: 0407**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: sderouselle@siavagelaw.com  
Correspondent Name: Shannon DeRouselle, Siavage Law Group  
Address Line 1: 1349 W. Peachtree St., Suite 1220  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

OPTIDYN

NAME OF SUBMITTER:

Brad Bolton

Total Attachments: 8

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into and made effective as of January 17, 2008 (the "Effective Date"), by OPTIDYN INC. ("Borrower"), in favor of the lenders listed on **Schedule 1** attached hereto (such lenders are collectively referred to herein as the "Lenders" and each individually is a "Lender").

### RECITALS

A. Lenders and Borrower are parties to that certain Convertible Subordinated Debenture and Warrant Purchase Agreement, dated as of December 10, 2007, as amended or updated (the "Purchase Agreement"), pursuant to which the Lenders have agreed to purchase certain securities of Borrower subject to the terms and conditions of the Purchase Agreement;

B. In connection with the Purchase Agreement, the Borrower has delivered Convertible Debentures in each Lender's name to Lenders (each a "Debenture" and collectively the "Debentures"), pursuant to which the Lenders have agreed to loan certain funds to Borrower as set forth in the Debentures. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Debentures.

C. Pursuant to the terms of the Debentures, Borrower has granted to Lenders security interests 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 the Lenders, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Lenders as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment of the indebtedness evidenced by the Debentures, and Borrower's other existing and future representations, warranties and covenants under the Purchase Agreement and the Debentures, Borrower grants and pledges to Lenders a security interest (pari passu based on the aggregate outstanding principal and interest of the Notes) in all of Borrower's right, title and interest in, to and under all of its all now existing and hereafter arising registered patents and patent applications, copyrights, trademarks, all proceeds and products thereof, including, without limitation, license royalties and proceeds of infringement suits, the right (but not the obligation) to sue for past, present and future infringements, all rights corresponding thereto throughout the world, 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. The rights and remedies of the Lenders with respect to the security interest granted in this Agreement are in addition to those rights and remedies of the Lenders set forth in the Debentures, and those which are now available and may

hereafter become available to the Lenders 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". Lenders may exercise the aforementioned rights and remedies as and when provided herein and in the Debentures. Each right, power and remedy of the Lenders provided for herein and in the Debentures, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent, and the exercise by the Lenders of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including the Lenders, of any or all other rights, powers and remedies.

3. Term. The Debentures 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 Debentures, and Borrower's obligations under this Agreement shall remain in full force and effect for so long as any indebtedness under the Debentures is outstanding. It shall be an Event of Default under the Debentures 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 Lenders written notice of all New IP promptly after the acquisition of same. Borrower hereby authorizes the Lenders 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. Lenders' Use of Intellectual Property; No Liability. Borrower agrees that (a) the Lenders' use of the Current Intellectual Property Collateral or New IP as authorized hereunder and in any other agreements in connection with Lenders' exercise of its rights and remedies shall be co-extensive with Borrower's rights thereunder, and (b) Lenders 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 the Lenders (and all persons designated by the Lenders in their sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Lenders and any of Lenders' designees, in Borrower's or Lenders' name, to take any action and execute any instrument which Lenders 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 Lenders' sole discretion to protect and perfect and put the public on notice of Lenders' security interest and rights in the Current Intellectual Property Collateral and the New IP. Borrower shall from time to time execute and deliver to Lenders, at the request of Lenders, such other documents, instruments and records as Lenders may request, in form and substance satisfactory to Lenders and its counsel, to perfect and continue Lenders' 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 Lenders' rights and obligations under the Debentures will succeed to Lenders' 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 Lenders:** to the address set forth opposite each Lender's name on **Schedule 1** hereto

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.

**OPTIDYN INC.**

By:   
Brad Bolton, President

SCHEDULE 1

**SCHEDULE OF LENDERS**

Stalcup, Nancy 2461 Weatherford Ct NE Marietta, GA 30068 USA
Texas, LLC 35 Watergate Drive Sarasota, FL 34236 USA
Glebe Holdings, LLC 35 Watergate Drive Sarasota, FL 34236 USA
Iroquois Associates, LLC 35 Watergate Drive Sarasota, FL 34236 USA
Moore Robinson, Margaret E. 376 Allison Dr Atlanta, GA 30342 USA
Moore, Carol S., as custodian for Elize Elizabeth Elmore 3551 Paces Valley Rd NW Atlanta, GA 30327 USA
Moore, Abner G. 3551 Paces Valley Rd NW Atlanta, GA 30327 USA
Anclien, Robert A. 1235 W Garmon Rd NW Atlanta, GA 30327 USA
Moore, Jason T. 10990 Rochester Ave., #312 Los Angeles, CA 90024 USA



EXHIBIT A  
**COPYRIGHTS**

Title of Work

None

Registration  
Number

Registration  
Date

**EXHIBIT B**

**PATENTS**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Multiple-compressor system having base and trim compressors	6860103	3/1/2005
Multiple compressor control system	11086527	3/22/2005
Refrigeration cooling system control	12039731	02/28/2008

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>
OPTIDYN		4, 7, 9, 35, 37, 42	77186403	5/21/2007	Pending
OPTIDYN & DESIGN	Design Plus Words, Letters, and/or Numbers	4, 7, 9, 35, 37, 42	77186455	5/21/2007	Pending