

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Hyperactive Technologies, Inc.	03/31/2008

RECEIVING PARTY DATA

Name:	Allen Capital Partners X, LP
Street Address:	55 Old Field Point Road
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	11933655
Patent Number:	6842719
PCT Number:	US0708801
PCT Number:	US0783427

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

635292-PT

NAME OF SUBMITTER:

Jean Paterson

PATENT

500585555

REEL: 021194 FRAME: 0587

CH \$160.00 11933655

Total Attachments: 5

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PATENT

REEL: 021194 FRAME: 0588

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT dated as of March 31, 2008, is by **HYPERACTIVE TECHNOLOGIES, INC.**, a Delaware corporation (the "Grantor") in favor of **ALLEN CAPITAL PARTNERS X, LP ("ACP X")**, a Delaware limited partnership, in its capacity as a Holder of a Note, and **ALLEN CAPITAL PARTNERS, LLC ("ACP")**, a Delaware limited liability company, as Collateral Agent, on behalf of each Holder of the Notes (ACP X; ACP, an the other Holders of a Note together with any of their successors and assigns with respect to their interests in all or any part of any of the Notes are sometimes hereinafter referred to individually as a "Holder" and collectively as the "Holders") (collectively "Grantee") under the Convertible Note Purchase Agreement described below.

RECITALS

WHEREAS, Grantor owns the Patents and Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into an Convertible Note Purchase Agreement dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Investment Agreement") with Grantee providing for extensions of credit and other financial accommodations to be made to Grantor by the Holders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of the Holders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents and Patent applications (as defined in the Security Agreement), and Patent licenses, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Investment Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor'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 Patent application, including, without limitation, the Patents, (together with any reissues, continuations or extensions thereof) and Patent applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Patent;

- (2) each Patent license, which may, by the terms of the Patent license, be pledged; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent including, without limitation, the Patents and Patent applications referred to in Schedule 1 annexed hereto, and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Each of Grantor and Grantee hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

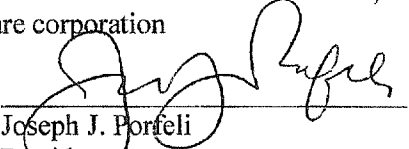
Notwithstanding the foregoing, unless and until the Grantee forecloses on the Patent Collateral, the Grantor retains the responsibilities to, and the Grantee does not assume any of the responsibilities of the Grantor as owner of the Patents to, including without limitation the obligations to, prosecute patent applications, pay patent fees, or prosecute patent infringements.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

GRANTOR:

HYPERACTIVE TECHNOLOGIES, INC., a
Delaware corporation

By: 
Name: Joseph J. Porfeli
Title: President

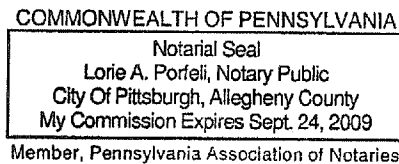
State of Pennsylvania)

County of Allegheny County) SS:

Before me personally appeared said Joseph Porfeli and acknowledge the foregoing instrument to be his free act and deed this 31st day of March, 2008.


Notary Public

Seal (Notary Public)



Schedule 1

U.S. PATENT AND APPLICATIONS

<u>PATENT</u>	<u>PATENT. NO.</u>	<u>DATE</u>
Real-time prediction and management of food product demand	6,842,719	January 11, 2005

<u>PATENT APPLICATION</u>	<u>SERIAL NO.</u>	<u>DATE</u>
Vision-Based Measurement of Bulk and Discrete Food Products	PCT/US2007/008801	April 11, 2007
Measurement, Monitoring and Management of Service and of Bulk and Discrete Food Products	PCT/US2007/083427	November 2, 2007
Automated Service Measurement, Monitoring and Management	11/933,655	November 2, 2007

<u>PATENT LICENSE</u> (Include Licensor)	<u>PATENT. NO.</u>	<u>DATE</u>
None		