

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
Delta-T Corporation	08/07/2009
RECEIVING PARTY DATA	
Name:	Bateman Litwin N.V.
Street Address:	Haaksbergweg 59
City:	1101 BR Amsterdam
State/Country:	NETHERLANDS
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5837522
Patent Number:	6012514
Patent Number:	7465398
Application Number:	11552010
CORRESPONDENCE DATA	
Fax Number:	(757)229-1705
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	757-941-0345
Email:	ereynolds@deltacorp.com
Correspondent Name:	Ethan Reynolds
Address Line 1:	323 Alexander Lee Parkway
Address Line 4:	Williamsburg, VIRGINIA 23185
NAME OF SUBMITTER:	Thomas R. McDaniel
Total Attachments: 5 source=BNLN Secured Loan 8-7-09#page1.tif source=BNLN Secured Loan 8-7-09#page2.tif source=BNLN Secured Loan 8-7-09#page3.tif source=BNLN Secured Loan 8-7-09#page4.tif	

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SECURED LOAN AGREEMENT AND PROMISSORY NOTE

THIS SECURED LOAN AGREEMENT AND PROMISSORY NOTE (the "Agreement") is made this 7th day of August, 2009, by and between Bateman Litwin N.V., a corporation organized and operating pursuant to the laws of the Netherlands (hereinafter "LENDER"), and Delta-T Corporation, a corporation organized and operating pursuant to the laws of the Commonwealth of Virginia (hereinafter "BORROWER"). BORROWER and LENDER shall collectively be known herein as the "Parties". In determining the rights and obligations of the Parties under this Agreement, the entire document must be read as a whole.

PROMISSORY NOTE

FOR VALUE RECEIVED, BORROWER promises to pay to the order of LENDER, the sum of Three Million Nine Hundred Ninety-Six Thousand Two Hundred Thirty-Two US Dollars and Fifty-One Cents (\$ 3,996,232.51) together with interest thereon at a rate of four percent (4%) per annum, compounded annually (hereinafter the "Loan Amount"). This is a term promissory note that shall expire two (2) years from the date first written above, which shall be August 7, 2011 (hereinafter the "Maturity Date"). The entire outstanding Loan Amount (including principal and all accrued interest) shall be fully paid by BORROWER to LENDER, or any subsequent assignee of this note, pursuant to the terms and conditions set forth below; *however*, in all cases, the entire outstanding Loan Amount shall be fully paid by the Maturity Date.

ADDITIONAL LOAN TERMS

The BORROWER and LENDER, hereby further set forth their rights and obligations to one another under this Agreement and agree to be legally bound as follows:

- A. **LOAN REPAYMENT TERMS:** At the Maturity Date, BORROWER shall pay to LENDER the entire unpaid balance upon the Loan Amount principal and interest, if any.
- B. **LOAN PREPAYMENT:** BORROWER may prepay the entire Loan Amount due LENDER (i.e., make payment prior to the time that it is due) without penalty.
- C. **METHOD OF LOAN PAYMENT:** The BORROWER shall make all payments called for under this Agreement by direct wire transfer to LENDER's designated bank account.

If LENDER gives written notice to BORROWER that a different address shall be used for making payments hereunder, BORROWER shall use the new address provided by LENDER.

- D. **CREATION OF SECURITY INTEREST**



1. **GRANT OF SECURITY INTEREST:** BORROWER hereby grants LENDER, to secure the payment and performance in full of all of the obligations herein, a continuing security interest in, and pledges to LENDER, the Collateral (as defined in Section D(2) below), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof.
2. **COLLATERAL:** The Collateral consists of all of BORROWER's right, title and interest in and to the following personal property:
 - (i) all of BORROWER's present and future accounts receivable, including accounts, instruments, documents, chattel paper, and general intangibles in which BORROWER, has or later acquires rights (collectively, "Accounts");
 - (ii) all present and future proceeds of all Accounts;
 - ~~(iii) all of BORROWER's present and future contract rights, including, without limitation, all rights under any insurance policy;~~
 - (iv) all of BORROWER's present and future rights as lessee or lessor under any lease, including furnishings, fixtures, improvements, and personal property;
 - (v) all of BORROWER's present and future equipment, fixtures, and trade fixtures;
 - (vi) all of BORROWER's present and future bank accounts, deposits, and certificates of any kind;
 - (vii) all shares, bonds, securities, or other indicia of ownership in or rights with respect to any corporation or business entity owned by BORROWER, now or in the future;
 - (viii) all books, records, ledger cards, computer programs, and other property and general intangibles evidencing or relating to the Accounts, any account debtor, or any form of Collateral, including all file cabinets or containers in which they are stored (collectively, "Records");
 - (ix) all of BORROWER's present and future rights with respect to intellectual property, including, without limitation, all trade names and trademarks (and the goodwill of the business they symbolize), patents, copyrights, and licenses, as well as all applications for any of the above;
 - (x) all of BORROWER's present and future Federal, State and local tax refund claims of all kinds, insurance claims; and condemnation awards;
 - (xi) all of BORROWER's other present and future property rights and general intangibles of every kind, including without limitation, goodwill, judgments, whether tangible or intangible, vested or contingent;
 - (xii) all of BORROWER's present and future rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other

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contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any account debtor, and credit and other insurance;

- (xiii) all proceeds of any of the Collateral, including sale proceeds, claims against third parties for loss or damage to or destruction of Collateral, and insurance proceeds.

3. AUTHORIZATION TO FILE FINANCING STATEMENTS: BORROWER hereby authorizes LENDER to file financing statements with all appropriate jurisdictions to perfect or protect LENDER's interest or rights hereunder.

E. DEFAULT: The occurrence of any of the following events shall constitute a Default by BORROWER of the terms of this Agreement:

1. ~~BORROWER's failure to pay any amount due as principal or interest on the date required under this Agreement;~~
2. BORROWER seeks an order of relief under the Federal Bankruptcy Laws;
3. a petition in bankruptcy is filed by BORROWER or against it and is not dismissed within thirty (30) calendar days.

F. ADDITIONAL PROVISIONS REGARDING DEFAULT:

- 1. WRITTEN NOTICE OF DEFAULT:** Addressee and address to which LENDER is to give BORROWER written notice of default shall be:

Delta-T Corporation
323 Alexander Lee Parkway
Williamsburg, Virginia 23185
Attn: General Counsel

If BORROWER gives written notice to LENDER that a different address shall be used, LENDER shall use that address for giving written notice of Default to BORROWER under this Agreement.

- 2. CURE OF DEFAULT:** Upon Default, LENDER shall give BORROWER written notice of Default. Mailing of written notice by LENDER to BORROWER via U.S. Postal Service Certified Mail shall constitute prima facie evidence of delivery. BORROWER shall have forty-five (45) days after receipt of written notice of Default from LENDER to cure said Default. In the case of Default due solely to BORROWER's failure to make timely payment as required pursuant to this Agreement, BORROWER may cure the Default by making full payment of any principal and accrued interest whose payment to LENDER is overdue under this Agreement and, also, the late payment penalty described below.

3. **PENALTY FOR LATE PAYMENT:** There shall also be imposed upon BORROWER a one percent (1%) penalty for any late payment computed upon the amount of any principal and accrued interest whose payment to LENDER is overdue under this Agreement and for which LENDER has delivered a written notice of Default to BORROWER.
4. **ACCELERATION:** If the BORROWER fails to cure any Default on or before the expiration of the forty-five (45) day cure period that starts on the date BORROWER receives written notice from LENDER that an event of Default has occurred under this Agreement, the entire unpaid principal, accrued interest, and penalties under this Agreement shall accelerate and become due and payable immediately.
5. **REMEDIES FOR DEFAULT:** LENDER shall have all rights of a secured creditor under the Code of Virginia and under the Uniform Commercial Code of any other jurisdiction as may be necessary, appropriate, or helpful to enforce this Agreement. These rights include, but are not limited to, the right to take possession, appropriate or sell any of the Collateral and apply proceeds of the Collateral toward payment of the underlying obligation; the right to settle and compromise any claims of the BORROWER regarding the Collateral; the right to prosecute any action, suit or proceeding with respect to the Collateral; and the right to sell the Collateral at a public or private sale and to purchase Collateral at such a sale. BORROWER waives any bond that might be required if LENDER seeks to take possession of Collateral through judicial process. All rights, powers and remedies shall be cumulative and may be exercised successively or concurrently in LENDER's sole discretion without impairing its security interest, rights or available remedies. LENDER's forbearance, failure or delay in exercising any right, power, or remedy shall not preclude further exercise of that or any other right, power, or remedy, which shall continue in effect until LENDER specifically waives it in writing. LENDER has the right to decide, in its sole discretion, which remedies it will pursue and when. BORROWER will remain liable for any deficiency.
- G. **TERMINATION:** This Agreement and the LENDER's security interest hereunder shall be extinguished when BORROWER satisfies the indebtedness in full and completes performance of all obligations to the LENDER.
- H. **INTEGRATION:** This Agreement, including any exhibits referenced herein, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this Agreement. This is an integrated Agreement.
- I. **SEVERABILITY:** In the event that any provision of this Agreement is deemed to be void, invalid or unenforceable, that provision shall be severed from the



remainder of the Agreement so as not to cause the invalidity or enforceability of the remainder of the Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth enforceable by law.

- J. **MODIFICATION:** Except as otherwise provided in this Agreement, this Agreement may be modified, superceded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of this Agreement.
- K. **EXCLUSIVE JURISDICTION:** The Parties, by entering into this Agreement, submit to jurisdiction in Williamsburg, Virginia for adjudication of any disputes and/or ~~claims between the Parties to this Agreement.~~ Furthermore, ~~the Parties agree that~~ the courts of Williamsburg, Virginia shall have exclusive jurisdiction over any disputes between the Parties relative to this Agreement, whether said dispute sounds in contract, tort or other area of law.
- L. **GOVERNING LAW:** This Agreement shall be interpreted and governed by the laws of the Commonwealth of Virginia, without regard to its choice of law rules.

IN WITNESS WHEREOF and acknowledging acceptance and agreement to the foregoing, BORROWER and LENDER affix their signatures hereto.

BORROWER


On behalf of Delta-T Corporation

Thomas R. McDaniel
Printed Name

President and General Manager
Title

LENDER


On behalf of Bateman Litwin N.V.

DAVIS CARLSON
Printed Name

DIRECTOR
Title