

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
Midtech R&D, Inc.	11/19/2009
RECEIVING PARTY DATA	
Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7017624
Patent Number:	7055559
CORRESPONDENCE DATA	
Fax Number:	(312)803-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(312) 845-3430
Email:	kalwa@chapman.com
Correspondent Name:	Richard Kalwa
Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	1920164
NAME OF SUBMITTER:	Richard Kalwa

Total Attachments: 4
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PATENT COLLATERAL AGREEMENT

This 19th day of November, 2009, Midtech R&D, Inc., a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 1120 Lake Avenue, Box 933, Fairmont, Minnesota 56031, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank, as Agent, with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A hereto, together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Debtor and certain affiliates of Debtor as set out in that certain Second Amended and Restated Security Agreement bearing even date herewith between Debtor, such affiliates and Secured Party (such Second Amended and Restated Security Agreement, as amended, modified, supplemented or restated from time to time, hereinafter the "*Security Agreement*"). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the patents, patent applications and patent licenses made and granted hereby are more fully set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

In Witness Whereof, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By _____

Name: Robert Hovde

Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By _____

Name: John R. Carley

Title: Vice President

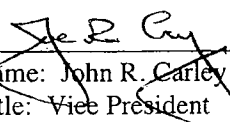
[SIGNATURE PAGE TO PATENT COLLATERAL AGREEMENT]

In Witness Whereof, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

MIDTECH R&D, INC.

By _____
Name: Robert Hovde
Title: Chief Financial Officer

BANK OF MONTREAL, as Agent

By  _____
Name: John R. Carley
Title: Vice President

[SIGNATURE PAGE TO PATENT COLLATERAL AGREEMENT]

**SCHEDULE A
TO PATENT COLLATERAL AGREEMENT**

**REGISTERED PATENTS
AND PATENT APPLICATIONS**

Description	Patent Number
Weight Loss	7,017,624
Network Architecture	7,055,559