

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveyance from "Assignment" previously recorded on Reel 007339 Frame 0573. Assignor(s) hereby confirms the conveyance of a "Security Interest".
CONVEYING PARTY DATA	
Name	Execution Date
RSI Systems, Inc.	12/13/1994
RECEIVING PARTY DATA	
Name:	Riverside Bank
Street Address:	7760 France Avenue S, Ste. 125
Internal Address:	MN Center
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55435
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5802281
CORRESPONDENCE DATA	
Fax Number:	(410)822-6339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ndhondt@marqera.com
Correspondent Name:	Albert B. Greco, Jr.
Address Line 1:	16901 Dallas Parkway
Address Line 2:	Suite 230
Address Line 4:	Addison, TEXAS 75001
NAME OF SUBMITTER:	Albert Greco
Total Attachments: 6 source=007339-0573 (RSI-Riverside Assignment)#page1.tif source=007339-0573 (RSI-Riverside Assignment)#page2.tif source=007339-0573 (RSI-Riverside Assignment)#page3.tif source=007339-0573 (RSI-Riverside Assignment)#page4.tif	

OP \$40.00 5802281

501113976

**PATENT
 REEL: 024045 FRAME: 0748**

source=007339-0573 (RSI-Riverside Assignment)#page5.tif

source=007339-0573 (RSI-Riverside Assignment)#page6.tif

FORM PTO-1085
(Rev. 9-89)

OMB No. 0001-0011 (Rev. 4-89)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

80-581

Tab settings 000

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

RSI SYSTEMS, INC
7400 METRO BLVD., #475
EDINA, MN 55439

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: RIVERSIDE BANK

Internal Address: MN CENTER

Street Address: 7760 FRANCE AVE S #125

City: BLOOMINGTON State: MN ZIP: 55435

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: DECEMBER 13, 1994

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)
08/302,108

29/030,52

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: RIVERSIDE BANK

Internal Address: MN CENTER

Street Address: 7760 FRANCE AVE S #125

City: BLOOMINGTON State: MN ZIP: 55435

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$ 80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

020 AA 02/24/95 08302108

DO NOT USE THIS SPACE

1 581 40.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

KENNETH P. GROIBO
Name of Person Signing

Signature

1/26/95
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required preprint information to:
Commissioner of Patents & Trademarks, Best Assignments
Washington, D.C. 20531

ASSIGNMENT, GRANT, AND
CONVEYANCE UNDER 35 U.S.C. SECTION 261

To secure the complete and timely payment, performance and satisfaction of any and all notes, loans, and all other liabilities and obligations of RSI Systems, Inc., a Minnesota corporation with its principal place of business located at 7400 Metro Blvd., Suite #475, Edina, MN 55439 (the "Company") to Riverside Bank, a Minnesota State Bank located at 7760 France Avenue South, Suite 125, Bloomington, Minnesota 55435 (the "Bank"), the Company has assigned, granted, and conveyed, and does hereby assign, grant and convey to the Bank, effective this 13th day of December, 1994, a continuing security interest and lien in and to all of the Company's right, title and interest in and to all of its now owned or hereafter acquired intellectual property, including:

(i) patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Schedule A attached hereto and made a part hereof, and (a) any reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all rights corresponding thereto throughout the world, (c) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (all of for the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents").

(ii) trademarks, trademark applications, trademark registrations, trade names, copyright registrations and copyright applications, including, without limitation, the trademarks, trademark registrations, trade names, copyrights, and applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all rights corresponding thereto throughout the world, (c) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (d) the right to sue for past, present and future infringements thereof (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereafter individually and/or collectively referred to respectively as the "Trademarks" and "Copyrights").

REEL 1339 FRAME 14

(iii) license agreements, with any other party, whether the Company is a licensor or licensee under any such license agreements, including, without limitation, those licenses listed on Schedule C attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by the Company and now or hereafter covered

by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the good will of the Company's business connected with and symbolized by the Trademarks (which shall be included within the definition of "Trademarks").

All of the foregoing intellectual property, Patents, Trademarks, Copyrights, and Licenses are referred to as the "Intellectual Property".

Notice is hereby given that the Company and the Bank have executed and delivered a Commercial Security Agreement dated December 13, 1994, a copy of which is attached as Exhibit A and incorporated herein by reference (the "Security Agreement"), under which the Company has assigned, granted, and conveyed to the Bank a security interest in the Intellectual Property. Reference is hereby made to the Security Agreement for certain covenants and conditions, and as to the rights, liabilities and obligations of the parties with respect to the Intellectual Property.

Until such time as the occurrence of an Event of Default under the Security Agreement, the Company shall retain the right to exercise all rights under the Intellectual Property, including without limitation the right to bring suit to enforce the Intellectual Property.

RSI SYSTEMS, INC.

By: Richard F. Craven
Richard F. Craven
Chairman

RIVERSIDE BANK

By: John Harris
Title: John Harris

REEL 1339 FRAME 15

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 13th day of December, 1994, by Richard F. Craven, the Chairman of RSI Systems, Inc., a Minnesota corporation, on behalf of the corporation.

K.P. Grotbo

Notary Public

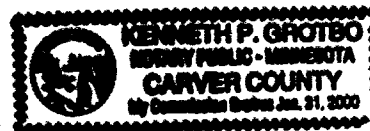


STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 13th day of December, 1994, by Charlene Harris, the Loan Officer of Riverside Bank, a Minnesota state banking corporation, on behalf of the corporation.

K.P. Grotbo

Notary Public



REEL 1339 FRAME 576

SCHEDULE A

RSI SYSTEMS, INC.
PATENT APPLICATIONS

<u>TITLE</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>
--------------	-------------------	------------------

RSI SYSTEMS, INC
PATENTS

<u>TITLE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
Peripheral Video Conferencing System Utility Patent	08/302,108	09/07/94
Peripheral Video Conferencing System Design Patent	29/030,52	10/21/94

REEL 1339 FRAME 71

SCHEDULE B

RSI SYSTEMS, INC
TRADEMARK APPLICATIONS

MARK
Eris

SERIAL NO.
74/567,415

FILING DATE
8/29/94

RSI SYSTEMS, INC
COPYRIGHT REGISTRATIONS

TITLE

REG. NO.

REG. DATE

REEL 1339 FRAME 18

JAN 30 95
RECEIVED
PATENT AND TRADEMARK
OFFICE