

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Silicon Valley Bank	06/26/2003
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Elin Corporation
<b>Street Address:</b>	3511 SILVERSIDE ROAD
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19810
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5802281
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(410)822-6339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	ndhondt@marqera.com
<b>Correspondent Name:</b>	Albert B. Greco, Jr.
<b>Address Line 1:</b>	16901 North Dallas Parkway
<b>Address Line 2:</b>	Suite 230
<b>Address Line 4:</b>	Addison, TEXAS 75001
<b>NAME OF SUBMITTER:</b>	Albert Greco
<b>Total Attachments: 10</b> source=SVB_ELIN_Assignment_Security_Interest#page1.tif source=SVB_ELIN_Assignment_Security_Interest#page2.tif source=SVB_ELIN_Assignment_Security_Interest#page3.tif source=SVB_ELIN_Assignment_Security_Interest#page4.tif source=SVB_ELIN_Assignment_Security_Interest#page5.tif source=SVB_ELIN_Assignment_Security_Interest#page6.tif source=SVB_ELIN_Assignment_Security_Interest#page7.tif	

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## ASSIGNMENT OF NOTE AND LIENS

This ASSIGNMENT OF NOTE AND LIENS, dated June 26, 2003, made by SILICON VALLEY BANK ("Assignor"), to ELIN CORPORATION ("Assignee") and consented and agreed to by VISEON, INC. ("Borrower").

### BACKGROUND

Assignor is the owner and holder of:

1. The debt (the "Loan") and liens (the "Liens") evidenced by those certain loan documents more particularly described on Schedule 1, executed by Viseon, Inc., in favor of the Assignor (excluding the EXIM Loan and the EXIM Guaranty, hereinafter collectively referred to as the "Documents"). Copies of the Documents are attached hereto as Exhibit "A-1" and incorporated herein by this reference.
2. For valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor agrees to absolutely assign the Loan, the Liens and the Documents to Assignee, on the terms and conditions more particularly set forth below.

### OPERATIVE PROVISIONS

NOW THEREFORE, in consideration of these premises, Assignor, Assignee and Borrower hereby agrees as follows:

- A. Payment of Purchase Price. Concurrently with its execution of this assignment, Assignee shall pay to Assignor the sum of Two Hundred Thousand and No/100 Dollars (\$200,000) (the "Purchase Price") by wire transfer, cashier's check, or other readily available funds.
- B. EXIM Guaranty not Transferred. Borrower and Assignee hereby acknowledge that Assignee also has a loan to the Borrower (the "EXIM Loan") was guaranteed by the Export-Import Bank of the United States ("EXIM Bank") which is not part of the Loan which is to be transferred to Assignee hereunder. Lender has previously made a claim against EXIM Bank for payment under its guaranty (the "EXIM Guaranty") and is in the process of collecting on that claim. The EXIM Loan and the EXIM Guaranty are not among the Documents transferred to the Assignee hereunder.
- C. Acceptance of Collateral in Partial Satisfaction. Borrower, Assignor and Assignee each hereby consent to the acceptance by Assignor (prior to the effectiveness of the assignment effected hereby) of the accounts receivable of Borrower described on Schedule 2 (the "Accepted Accounts") in partial satisfaction of the Loan. The parties hereto acknowledge that this consent is freely given at a time when a default currently exists under the Documents. \$6,303.49 of the Loan is satisfied by the acceptance of the Accepted Accounts and upon execution of this Agreement by the parties hereto (without recourse to Assignee), Assignor is the owner and holder of the Accepted Accounts. Assignor shall be entitled to send notice to the account debtors under the Accepted Accounts of such transfer of ownership, and directing them to make payments thereon

directly to Assignor. Borrower shall use commercially reasonable efforts to assist Assignor in collecting the Accepted Accounts, and shall turn over to Assignor any proceeds of or payment on the Accepted Accounts which might be or come into their possession (in the form received, with any necessary endorsements). Following such partial satisfaction, the outstanding balance of the Loan (excluding the EXIM Loan) is \$376,997.62 (which is \$307,104.70 in principal and \$69,892.92 in accrued interest), which is hereby assigned to Assignee.

D. Ratification; Release. Borrower hereby consents to the assignment of the Loan, Liens and Documents from Assignor to Assignee, and ratifies and confirms the Documents in favor of Assignee. Borrower hereby releases Assignor from its obligations as a lender under the documents and hereby acknowledges that the Documents create a valid and enforceable first priority lien on all of its assets in favor of Assignee. Borrower represents and warrants to Assignee that the Documents are valid and enforceable against Borrower in accordance with their terms.

E. Assignment of Loan. Effective upon receipt of the Purchase Price, subject to the terms and conditions of this Agreement, Assignor hereby grants, assigns, conveys, transfers, and sets over to Assignee, all of Assignor's right, title and interest in the Documents, including all of Assignor's right to receive payments of principal and interest under the Documents and all liens and security interests created by the Documents, but excluding the EXIM Loan and the EXIM Guaranty. No interest in the Accepted Accounts, the EXIM Loan or the EXIM Guaranty is transferred hereby. The assignment effected hereby is made without representation, recourse or warranty, except as expressly stated herein. Assignee hereby accepts the assignment set forth in this Agreement.

F. Representations and Warranties of Assignor. Assignor represents and warrants that Assignor is the legal and equitable owner of the Documents with full power to sell and assign the same. Except as provided in the preceding sentence, this Assignment is being made without recourse, and without any representation or warranty of any kind, including, but not limited to, the enforceability or collectibility of the Loan or the Documents or compliance with any applicable laws or regulations. By its acceptance of this Assignment, Assignee acknowledges and agrees that it is not relying presently and shall not be entitled to rely in the future on any representations or warranties by Assignor, and hereby irrevocably releases and waives any and all rights to any claims, damages, or causes of action against Assignor.

G. Representations and Warranties of Borrower. A complete list of all of Borrower's accounts receivable as of the date of this Agreement is set forth on Schedule 3.

H. Representations, Warranties and Covenants of Assignee. Assignee represents, warrants and covenants to Assignor the following:

(a) Assignee has no claims, rights or recourse against Assignor arising from or in any way related to this Agreement or the Loan Documents and, except with respect to the obligations created by, acknowledged, or arising out of this Agreement, to the extent Assignee has or may have any other claims, rights or

recourse against Assignor, Assignee fully releases Assignor from and against any and all liability, intends this Agreement to be a full and final accord and satisfaction of any such claims, rights or recourse, known or unknown, and acknowledges that it is familiar with Section 1542 of the California Civil Code, and hereby waives and relinquishes any right or benefit it has or may have under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

(b) Assignee has conducted its own investigation and analysis of the Borrower and the Loan Documents and is not relying on any representations or warranties of Assignor, except for those representations and warranties specifically made by Assignor in this Agreement.

I. Successors and Assigns. This Assignment shall inure to the benefit of the successors, and assigns of Assignor, Assignee and Borrower, and be binding upon the successors and assigns of Assignor, Assignee and Borrower.

J. Indemnity and Hold Harmless. BORROWER AND ASSIGNEE WILL EACH INDEMNIFY, DEFEND AND HOLD HARMLESS ASSIGNOR AND ITS OFFICERS, EMPLOYEES AND AGENTS AGAINST: (A) ALL OBLIGATIONS, DEMANDS, CLAIMS, AND LIABILITIES ASSERTED BY ANY OTHER PARTY IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THE DOCUMENTS AND THIS AGREEMENT; AND (B) ALL LOSSES OR EXPENSES INCURRED, OR PAID BY ASSIGNOR FROM, FOLLOWING, OR CONSEQUENTIAL TO TRANSACTIONS AMONG ASSIGNOR ON THE ONE HAND AND EITHER BORROWER OR ASSIGNEE (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES), EXCEPT FOR LOSSES CAUSED BY ASSIGNOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FOREGOING INDEMNITY BINDS BORROWER AND ASSIGNEE TO INDEMNIFY BANK AND ITS OFFICERS, EMPLOYEES AND AGENTS FOR ITS OWN NEGLIGENCE (WHETHER SOLE, COMPARATIVE, CONTRIBUTORY OR OTHERWISE, BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) AND THAT OF ITS OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS, AS WELL AS ANY LIABILITY ARISING BY VIRTUE OF ANY SUCH PERSON'S STRICT LIABILITY.

K. Further Assurances. Assignor and Assignee shall at their own cost and expense execute, acknowledge, file, and record such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement including, without limitation, the preparation, execution, and filing of a Form UCC-2.

L. Attorneys' Fees. Borrower will pay to Bank all Bank Expenses (including reasonable attorney's fees and expenses not exceeding \$3,000 for documentation and

negotiation of this Agreement) in connection with this Agreement. Should any party hereto reasonably retain counsel for the purposes of enforcing or preventing the breach of any provision hereof, including, but not limited to, the instituting of any action or proceeding to enforce any provision hereof, for damages for reason of any alleged breach of any provision hereof, for declaration of such party's rights or obligations hereunder, or for any other judicial or equitable remedy, then, if said matter is settled by judicial determination (which term includes arbitration), the prevailing party, whether at trial or on appeal, shall be entitled to reimbursement by the losing party to the prevailing party for all costs and expenses incurred thereby, including, but not limited to reasonable attorneys', accountants' and appraisers' fees. "Bank Expenses" are all reasonable fees, costs and expenses (including reasonable attorneys' fees and expenses) for preparing, negotiating and closing under this Agreement.

M. Binding on Heirs and Successors. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

N. Entire Agreement, Modification, Waiver. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

O. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

P. Captions. The captions and section headings used herein are for convenience and for ease of reference only and constitute no part of this Agreement or understanding between the parties hereto, and no reference shall be made thereto for the purpose of construing or interpreting any of the provisions hereof.

Q. Survival of Warranties. The warranties and representations, and covenants of the parties hereunder shall survive the transactions contemplated herein.

R. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

S. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

T. Singular, Plural, etc. Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, partnership, joint venture, trust, estate, or other association.

U. Invalidity. In the event that any condition, covenant, promise, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, promise, condition, or other provision herein contained. If such condition, covenant, promise, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

V. Exhibits and Schedules. All Exhibits and Schedules referred to herein are hereby attached hereto and incorporated herein by this reference with the same force and effect as if fully set forth herein.

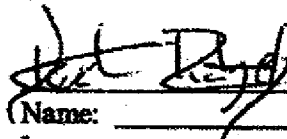
W. Agency. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture of any other association. Each of the parties hereto expressly disclaims any intention to create a partnership, joint venture, or principal-agent relationship.

X. Execution. This Agreement shall be executed in duplicate original. Transmittal of fully-executed signature pages to the other party by facsimile shall be deemed to constitute execution, provided original signature pages are simultaneously transmitted to that party by overnight mail.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Assignor:

SILICON VALLEY BANK

By:   
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Assignee:**

ELIN CORPORATION

By: *Vicki Savas*  
Name: *Vicki Savas*  
Its: *Secretary*

**Borrower:**

VISION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**Consent and Agreement of Subordinate Secured Party**

The undersigned, as a party entitled to receive a proposal under Section 9.620 and 9.621 of the *Texas Business and Commerce Code* and the Uniform Commercial Code in any applicable jurisdiction, hereby (i) consents to the acceptance of the Accepted Accounts in partial satisfaction of the Loan under such Section 9.620 as more particularly set forth herein, (ii) waives its right to receive a proposal under such Section 9.620 and to object to such acceptance in partial satisfaction under such Section 9.620, (iii) agrees to be bound by the terms and conditions of this Agreement, and (iv) acknowledges the termination of its security interest in the Accepted Accounts under Section 9.622 of the *Texas Business and Commerce Code* and the Uniform Commercial Code in any applicable jurisdiction.

Pursuit Ventures, Inc.

By: 

Name: CHARLES C. FICHTER

Title: PRESIDENT

**SCHEDULE 1**

The Loan and the Liens are evidenced by the following loan documents:

1. Loan and Security Agreement dated December 5, 2001
2. Schedule to Loan and Security Agreement dated December 5, 2001
3. Amendment to Loan Documents dated December 22, 2002
4. Amendment to Schedule to Loan and Security Agreement dated July 22, 2002
5. Subordination Agreement dated December 5, 2001
6. Limited Waiver and Amendment to Loan Documents dated March 26, 2002
7. Collateral Assignment, Patent Mortgage and Security Document dated December 5, 2001

**SCHEDULE 2**

[Accepted Accounts]

1.	Club Conferencing Network	\$3,606.01	
2.	White & Case	\$ 297.48	
3.	Emergency One	\$2,400.00 (recurring monthly invoice)	
	Total		\$6,303.49

**SCHEDULE 3**

[All Accounts]

1.	Club Conferencing Network	\$3,606.01	
2.	White & Case	\$ 297.48	
3.	Emergency One	\$2,400.00 (recurring monthly invoice)	
	Total		\$6,303.49