

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
POWERLINE CONTROL SYSTEMS, INC.	08/03/2010
RECEIVING PARTY DATA	
Name:	CITY OF LOS ANGELES
Street Address:	1200 WEST 7TH STREET
Internal Address:	6TH FLOOR, CDD EDD
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90017
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6734784
Patent Number:	6784790
Patent Number:	7265654
Application Number:	11431161
Application Number:	11510862
Application Number:	11780403
Application Number:	12055133
PCT Number:	US0860241
CORRESPONDENCE DATA	
Fax Number:	(213)250-7900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2132501800
Email:	hokanson@lbbslaw.com
Correspondent Name:	JON E HOKANSON
Address Line 1:	221 N. FIGUEROA

CH \$320.00 6734784

501263003

PATENT
REEL: 024838 FRAME: 0108

Address Line 2: SUITE 1200
Address Line 4: LOS ANGELES, CALIFORNIA 90012

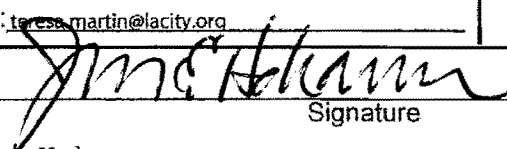
ATTORNEY DOCKET NUMBER: 28350-2

NAME OF SUBMITTER: JON E HOKANSON

Total Attachments: 34
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies) Powerline Control Systems, Incorporated Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>City of Los Angeles</u> Internal Address: _____ Street Address: <u>200 North Spring Street</u> City: <u>Los Angeles</u> State: <u>CA</u> Country: <u>USA</u> Zip: <u>90012</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date(s) <u>August 3, 2010</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) _____ B. Patent No.(s) _____ Existing and Future inclusive of those listed on Schedule A on attached agreement (Security Agreement #1: Intellectual Property related to C-117679 of City contracts). Existing and Future inclusive of those listed on Schedule A on attached agreement (Security Agreement #1: Intellectual Property related to C-117679 of City contracts). Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>City of Los Angeles</u> Internal Address: <u>CDD EDD</u> Attention: <u>Teresa Martin or Nilda Pascual</u> Street Address: <u>1200 West 7th Street, 6th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017</u> Phone Number: <u>213-744-9354</u> Fax Number: <u>213-744-9382</u> Email Address: <u>teresa.martin@lacity.org</u>		6. Total number of applications and patents involved: <u>8</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>320.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information Deposit Account Number <u>503725</u> Authorized User Name <u>Jon E. Hokanson</u>	
9. Signature:  Jon E. Hokanson Name of Person Signing		Date <u>8/16/2010</u> Total number of pages including cover sheet, attachments, and documents: 34	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

SECURITY AGREEMENT #1: INTELLECTUAL PROPERTY

This Intellectual Property Security Agreement ("Agreement"), dated August 3, 2010, is entered into by POWERLINE CONTROL SYSTEMS, INC., a California corporation ("Grantor"), and the CITY OF LOS ANGELES, a municipal corporation, through its COMMUNITY DEVELOPMENT DEPARTMENT ("Grantee").

Background

As security for the Obligations (described in the Note and Loan Agreement Number C-117679 dated August 3, 2010 ("Note and Loan Agreement"), Grantor desires to grant and Grantee desires to obtain a lien and security interest on (1) certain Intellectual Property Collateral (as defined below), as memorialized in this Agreement, AND (2) certain tangible property and account receivables, as memorialized in a concurrent security agreement. Grantee desires to have its lien and security interest in that Intellectual Property Collateral confirmed by a document identifying that security interest and in a form as may be recorded in the United States Patent and Trademark Office, the United States Copyright Office and the Office of the Secretary of State of California.

Now, therefore, with the above Background section deemed incorporated by reference and made a part of this Agreement, and in consideration of the mutual promises contained in this Agreement, the parties to Agreement, intending to be legally bound, agree as follows:

1. Conveyance of Security Interest and Lien In consideration of a City of Los Angeles loan in the principal amount of up to FOUR HUNDRED FIFTY THOUSAND DOLLARS and NO CENTS (\$450,000) and for other good valuable, and sufficient consideration, the receipt of which is acknowledged, and to secure the Obligations, Grantor does by this Agreement collaterally assign, convey and grant to Grantee a lien and security interest in all of the following assets listed in (a) through (c) (collectively referred to as "Intellectual Property Collateral"):

(a) Patent Collateral.

All of Grantor's right, title, and interest in and to:

(i) the United States Letters Patents and the inventions described and claimed in those Letters Patents, as set forth on Schedule A to this Agreement and hereby made part thereof, and any future patents (referred to collectively in this Agreement as the "Patents");

(ii) the United States and international applications (directly or using the Patent Cooperation Treaty or the World Intellectual Property Organization or their successor-bodies) for the Patents and the inventions described and claimed in those applications, including those set forth in Schedule A, and any United States Letters Patents that may be issued upon any of those applications and any future patent applications (referred to collectively in this Agreement as the "Applications");

(iii) any domestic and international reissue, extension, division, continuation-in-part or continuation of the Patents or the Applications (referred to collectively in this Agreement as the "Reissued Patents");

(iv) all Pat-Royalties (i.e., incomes, proceeds, remittances, fees, account receivables and payments) made or to be made to Grantor, directly or indirectly, in respect to the Patents and Reissued Patents;

(v) proceeds of any and all of the above (the Patents, Applications, Reissued Patents, Pat-Royalties and proceeds; being referred to collectively in this Agreement as the "Patent Rights"); and

(vi) all rights, interests, claims, and demands that Grantor has or may have in

existing and future profits and damages for past and future infringements of the Patent Rights (which rights, interest, claims, and demands being referred to in this Agreement as the "Claims," and the Patent Rights and Claims being collectively referred to as the "Patent Collateral").

(b) Copyright Collateral.

All of Grantor's right, title, and interest in and to

(i) the United States copyright in the software, firmware, and other copyright-protected materials, as set forth on Schedule B to this Agreement and hereby made part thereof; and any future copyrights (referred to collectively in this Agreement as the "Copyrights");

(ii) the United States and foreign registrations (directly or via international treaties such as the Berne Convention) for the Copyrights and the underlying materials being registered, including those set forth in Schedule B; and any and all future United States and foreign registrations that may be granted (referred to collectively in this Agreement as the "Registrations");

(iii) any extension, renewals, and residual rights, if any, of the Copyrights or the Registrations (referred to collectively in this Agreement as the "Renewed Copyrights");

(iv) all CR-Royalties (i.e., incomes, proceeds, remittances, fees, account receivables and payments) made or to be made to Grantor directly or indirectly in respect to the Copyrights; and

(v) proceeds of any and all of the above (the Copyrights, Registrations, Renewed Copyrights and CR-Royalties; being referred to collectively in this Agreement as the "Copyright Interests"), and

(vi) all rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Copyright Interests (which rights, interest, claims, and demands being referred to in this Agreement as the "CR-Claims," and the Copyright Interests and CR-Claims being collectively referred to as the "Copyright Collateral").

(c) Trademark Collateral.

All of Grantor's right, title, and interest in and to

(i) the trademarks owned by Grantor, under Federal and various state common and statutory laws, in all forms and expressions of marks, trade names, logos, insignias and mottos, including those set forth on Schedule C to this Agreement and hereby made part thereof; any penumbra rights of the trademarks in similar categories of goods and services; and any future trademarks (referred to collectively in this Agreement as the "Trademarks");

(ii) the current and pending trademark registrations of the Trademarks with or granted by respective U.S. and foreign authorities (e.g., the U.S. Trademark Office, the State of California and via the Madrid Protocol, if applicable), including those listed in Schedule C; and any and all future registrations with all jurisdictions and bodies, domestic or foreign, that may be granted (referred to collectively in this Agreement as the "TM-Registrations");

(iii) all TM-Royalties (i.e., incomes, proceeds, remittances, fees, account receivables and payments) made or to be made to Grantor directly or indirectly in respect to the Trademarks; and

(iv) proceeds of any and all of the above (the Trademarks, TM-Registrations and TM-Royalties; being referred to collectively in this Agreement as the "Trademark Interests"), and

(v) all rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Trademark Interests (which rights, interest, claims, and demands being referred to in this Agreement as the "TM-Claims," and the Trademark Rights and TM-Claims being collectively referred to as the "Trademark Collateral").

2. Warranties and Representation. Grantor warrants and represents to Grantee and Grantee so relies materially in entering into the Note and Loan Agreement and this Agreement that (a) Grantor is the true and lawful exclusive owner or assignee of the Patent Rights, Copyright Interests and Trademark Rights set forth on Schedules A-C, including all rights and interests granted in this Agreement; (b) the Intellectual Property Collateral is valid and enforceable; (c) Grantor has lawful power and authority to execute and deliver this Agreement; (d) Grantor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Patent Rights, Copyright Interests and/or Trademark Rights, and the interests granted in this Agreement; and (e) the Patent Rights, Copyright Interests and Trademark Rights, and all interests granted in this Agreement are so granted free and clear from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character, as of the escrow closing date for the loan against which the lien created under this Agreement is placed.

3. Adverse Acts. Grantor further covenants that until all of the Obligations have been satisfied in full, it will (i) not enter into any agreement, including without limitation, license agreements, which are inconsistent with Grantor's undertakings and covenants under this Intellectual Property Security Agreement or which restrict or impair Grantee's rights under this Agreement, and (ii) maintain the Intellectual Property Collateral in full force and effect.

4. Use of Collateral. So long as this Intellectual Property Security Agreement is in effect and so long as Grantor has not received notice from Grantee that an Event of Default has occurred under the Note and Loan Agreement and that Grantee has elected to exercise its rights under this Agreement, Grantor shall continue to have the exclusive right to use the Patent Rights, Copyright Interests and Trademark Rights and grant licenses with respect to them as described in this Agreement, and Grantee shall have no right to use the same or issue any exclusive or nonexclusive license with respect to them, or assign, pledge, or otherwise transfer any interest in the same to any other person, natural or otherwise.

5. Additional Encumbrances. Grantor agrees not to sell, assign, convey or further encumber its rights and interests in the Intellectual Property Collateral without prior written consent of Grantee.

6. Default. If an Event of Default shall occur under the Note or the Note and Loan Agreement dated August 3, 2010, Grantee, as the holder of a security interest under the Uniform Commercial Code as in effect now or in the future in any applicable jurisdiction, may take such action as is permitted by law or equity, in its sole discretion, to foreclose upon or otherwise realize upon the Intellectual Property Collateral covered by this Agreement. For those purposes, Grantor here authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in its sole discretion; as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on, and/or file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Intellectual Property Collateral or to grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral to any other person, or to assign, pledge, convey, or otherwise transfer title in or dispose of

all or any part of the Intellectual Property Collateral to any other person. Grantor here ratifies all that attorney shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney shall be irrevocable, surviving this Agreement.

7. Protection of Collateral. Grantor shall diligently and vigorously protect and preserve all Intellectual property assets used as collateral under this Agreement, including timely prosecution (for patents), registrations (for copyrights and trademarks) and persistent enforcement against third-party infringement of the intellectual property.

(a) Legal Filings. Grantor shall at its own expense, to the extent Grantor deems it necessary, (i) diligently file, prosecute and/or register all patent applications relating to the inventions described and claimed in the Patent Collateral with the United States Patent and Trademark Office ("USPTO") and, if beneficial, via international treaties/bodies including the Patent Cooperation Treaty; all copyright-protected assets defined in the Copyright Collateral with the U.S. Copyright Office and, if beneficial, via international treaty or body such as the Berne Convention; and all trademarks in the Trademark Collateral with the USPTO and, if beneficial and applicable, via the Madrid Protocol; (ii) shall pay or cause to be paid in their customary fashion all connected fees and disbursements; and (iii) shall not abandon any such applications or registrations before exhausting all administrative and judicial remedies or disclaim or dedicate any Patents, Copyrights or Trademarks without the prior written consent of Grantee. Grantor shall not abandon any Intellectual Property Collateral without the prior written consent of Grantee, that consent not to be unreasonably withheld.

(b) Enforcement Against Infringers. Grantor shall have the right, with the prior written consent of Grantee, which consent will not be unreasonably withheld, to bring suit in its own name to enforce the Intellectual Property Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to this suit if Grantee shall be satisfied that that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, upon demand, reimburse and indemnify, defend, and hold harmless Grantee for all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Grantee pursuant to this paragraph and all other actions and conduct of Grantor with respect to the Patent Rights, Copyright Interests and Trademark Rights during the term of this Agreement.

(c) Actions by Grantee. Grantor hereby expressly confers and grant standing and rights onto Grantee in any and all fashions necessary for Grantee to enforce, protect and preserve Grantor's interest, title and rights in and to the Intellectual Property Collateral, as if Grantee is standing in Grantor's shoes. This grant of standing does not, however, create any duty in Grantee to act in behalf of the Grantor or relieve in any way Grantor's duty to preserve the value of the Intellectual Property Collateral. If Grantor fails to comply with any of the terms and covenants under this Agreement, Grantee may at its sole option may take any and all necessary actions to preserve the Intellectual Property Collateral in Grantee's name but at Grantor's expense, and Grantor agrees to reimburse Grantee in full for all expenses, including reasonable attorneys' fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the Intellectual Property Collateral.

8. Fees and Expenses. Any and all fees, costs, and expenses, including reasonable attorneys' fees and expenses incurred by Grantee in connection with the preparation, modification, enforcement, or termination of this Agreement and all other documents relating to this Agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes in that connection) in public offices, any taxes, counsel fees, maintenance fees, encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property Collateral, shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Obligations.

9. Insurance Against Third-Party IP Infringement Lawsuits. Grantor shall secure adequate insurance against third-party intellectual property-related claims and lawsuits against Grantor or its licensees of any of the Intellectual Property Collateral, that tend to diminish the value of the Intellectual Property Collateral, as deemed required and adequate by the City of Los Angeles Risk Manager's Office.

10. Release of Lien. Upon full and unconditional satisfaction of all Grantor's Obligations to Grantee, Grantee shall execute and deliver to Grantor all documents reasonably necessary to terminate Grantee's interest in the Intellectual Property Collateral.

11. Recordings. Grantor here acknowledges and agrees that this Agreement will be recorded in the **United States Patent and Trademark Office**, the **United States Copyright Office** of the Library of Congress and the **Office of the Secretary of State of California**, using the following recordation forms or their successor forms and the corresponding recording procedures as required by the governmental bodies:

- (a) **Form PTO-1595 (Rev. 03-09)**, filed with the USPTO, recording Patents and Applications from Schedule A and this Agreement;
- (b) **Form PTO-1594 (Rev. 01-09)**, filed with the USPTO, recording Trademark Registrations and Applications from Schedule C and this Agreement;
- (c) **Form DCS (Rev. 02/2009)**, filed with the U.S. Copyright Office, recording Copyrights from Schedule B, and this Agreement; and
- (d) **Form UCC1 – CALIFORNIA (Rev. 01/01/08)**, filed with CA Secretary of State's Office, recording all security interest agreements for all collaterals, intellectual property or otherwise.

For reference purposes only, the above forms and corresponding recording procedures are attached hereto as Exhibit 1.

12. Binding Effects. This Agreement shall be binding upon Grantor, its successors, and assigns, and shall inure to the sole benefit of Grantee, its successors, and assigns.

13. Applicable Law, Interpretation, Enforcement and Severability. Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles, without any regards to the conflict of law principles. Each term of this Agreement is intended to be, and shall be construed as, independent and severable from each other. If any term of this Agreement is held to be invalid by any court or applicable regulatory body, the invalidity of such term shall not affect the validity of the remaining covenants, conditions, restrictions, or other terms hereof, unless the invalidity substantially impairs the intended values of this Agreement to either party under the original Agreement.

14. Venue. Parties hereby agree to submit to the exclusive jurisdiction of and venue in the courts of competent jurisdiction in the County of the Los Angeles, California in any disputes related to or arising out of this Agreement.

15. Waiver. No modification or waiver of any provisions set forth in this Agreement shall be effective unless they shall be in writing and signed by the party against whom enforcement is being sought.

16. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed strictly for or against either of the Parties.

17. Merger. This Agreement constitutes the full agreement of the parties herein with respect to the subject matter of creating a security interest in intellectual property only (but not in non-intellectual property collateral) and supersedes all prior agreements, whether written or oral.

18. No Intended Third Party Beneficiaries. Parties herein do not in any way intend to create or confer any benefits to any third party.

19. Assignment. Grantor shall not, by contract, operation of law, or otherwise, assign any rights under this Agreement (in whole or part), or delegate performance of any of its obligations under this Agreement without the Grantee's prior written consent.

20. Headings. Article and section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit, describe or to otherwise be used in interpreting the scope and intent of the particular provisions to which they refer.

In witness, Grantor has executed this Agreement, under seal, on 7/29, 2010.

GRANTEE
THE CITY OF LOS ANGELES

By



RICHARD L. BENBOW
General Manager
Community Development Department

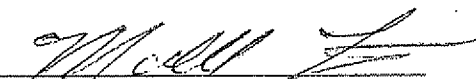
Date

8/2/2010

GRANTOR:

POWERLINE CONTROL SYSTEMS, INC.

By



MARSHALL E. LESTER
President

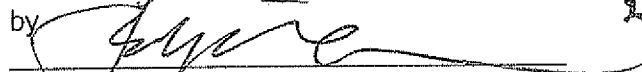
Date

7/29/10

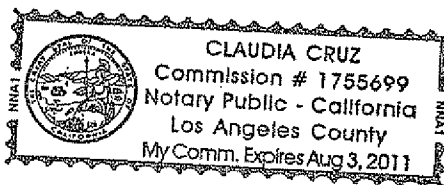
Approved as to form:

August 2, 2010
CARMEN A. TRUTANICH, City Attorney

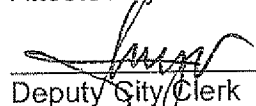
by



PHILIP H. LAM
Intellectual Property Counsel



Attested by JUNE LAGMAY, City Clerk

 08-03-2010
Deputy City Clerk (Date)



C-117679

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me

on this 20th day of July, 2010
by _____
Date Month Year

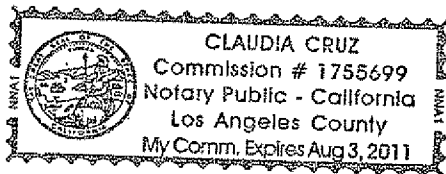
(1) Marshall E. Lester
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.) (.)
(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature Claudia Cruz
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

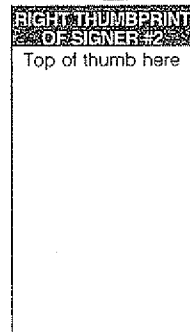
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of

Los Angeles

} ss.

On 2 August 2010
Date

before me,

L. Ivy, Notary Public,
Name and Title of Officer

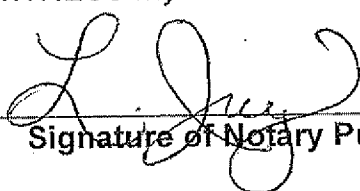
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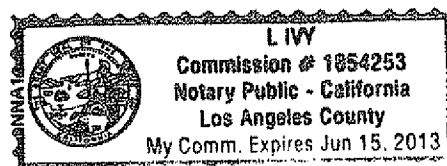
RICHARD L. BENBOW,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature ~~(s)~~ on the instrument the person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



Affix Notary Seal Above

OPTIONAL INFORMATION

(The information below is not required by law, however it can prove valuable to anyone relying on this document. It can also deter fraudulent removal and reattachment of this form to another document.)

Description of Attached Document

Title or Type of Document: Security Agreement #1 - Intellectual Property

Document Date: n/a

Number of Pages: _____

Signer ~~(s)~~ Other Than Named Above: Marshall Lester

Right Thumbprint
of Signer



PATENT

REEL: 024838 FRAME: 0118

SCHEDULE A
"ISSUED PATENTS AND PENDING PATENT APPLICATIONS"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
POWERLINE CONTROL SYSTEMS, INC.
 As of JULY 29, 2010

ITEM NO.	PATENT / APPLICATION NUMBER	ISSUE DATE	FILING DATE
1.	U.S. Patent No. 6,734,784	05/11/2004	11/06/2000
2.	U.S. Patent No. 6,784,790	08/31/2004	06/14/2001
3.	U.S. Patent No. 7,265,654	09/04/2007	04/22/2004
4.	U.S. Application No. 11/431,161	05/09/2006	N/A
5.	U.S. Application No. 11/510,862	08/25/2006	N/A
6	U.S. Pat. No. 7,265,654 / Appln. No. 11/780,403	03/30/2010	07/19/2007
7	U.S. Application No. 12/055,133	N/A	03/25/2008
8	International Application No. PCT/US/08/60241	N/A	04/14/2008

SCHEDULE B
"COPYRIGHT-PROTECTED MATERIALS & CORRESPONDING REGISTRATIONS"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
POWERLINE CONTROL SYSTEMS, INC.
As of July 29, 2010

ITEM NO.	COPYRIGHT-PROTECTED MATERIAL	REGISTRATION NO.	REGISTRATION DATE
1.	Load Control Module LCM4 Firmware	TXu001583605	08/13/2008
2.	Repeater Network Controller Firmware	TXu001583609	08/14/2008
3.	Repeater Network Master Firmware	TXu001583677	08/14/2008
4.	Repeater Network Slave Firmware	TXu001583679	08/14/2008
5.	Zone Lighting Controller Firmware	TXu001583681	08/14/2008

SCHEDULE C
"TRADEMARKS, GRANTED AND PENDING TRADEMARK REGISTRATIONS"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
POWERLINE CONTROL SYSTEMS, INC.
As of July 29, 2010

ITEM NO.	TRADEMARKS	U.S. REGISTRATION NO.	REGISTRATION DATE
1.	(Word Mark) GREENWORX	3733729	2010-01-05
2.	(Word Mark) UPB	2680746	2003-01-08
3.	(Word Mark) PULSEWORX	3089296	2006-05-09

EXHIBIT 1
"RECORDATION FORMS & INSTRUCTIONS"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
POWERLINE CONTROL SYSTEMS, INC.
As of July 29, 2010

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) _____

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other _____

2. Name and address of receiving party(ies)

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____

Country: _____ Zip: _____

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☐ No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature _____

Date _____

Name of Person Signing _____

Total number of pages including cover sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 024838 FRAME: 0123

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed with a new application.

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☐ No

Name: _____

Internal

Address: _____

Street Address: _____

City: _____

State: _____

Country: _____ Zip: _____

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? ☐ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**PATENT
REEL: 024838 FRAME: 0126**

Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an individual, check the "other" box, place the word "individual" in the following line, and enter the citizenship of the receiving individual. If the receiving party is a legal entity, designate the legal entity of the receiving party by checking the appropriate box. If the receiving party has more than one citizenship, then the citizenship of each partner should be specified on an additional sheet, and "See additional sheet" should be written on the line for citizenship. A corporation must set forth the state, if applicable, or country of incorporation. An association must set forth the state, if applicable, or country under which they are organized. If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Place a check mark in the appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, VA 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

Recordation of Transfers and Other Documents

Whether or not a copyrighted work has been registered with the U.S. Copyright Office, owners of these works often enter into agreements that affect their ownership rights. They may authorize others to use their works, even giving someone else control over ways in which a work is used. Documents pertaining to agreements regarding copyrights may be recorded in the Copyright Office. Recording a document is voluntary in most cases. However, the law encourages document recordation by conferring certain legal advantages, including priority between conflicting transfers and "constructive notice" if certain requirements are met. Any document pertaining to a copyright may be recorded as long as the person submitting it complies with the procedures set forth in this publication. The requirements for certain types of documents are not covered by this publication. These documents include notices of termination (but see mailing address on page 5), visual arts registry, shareware registry, online service provider designation of agent, identification of anonymous/pseudonymous authors, author death statements, and others. Also, documents filed with the Licensing Division of the Copyright Office are not covered by this circular.

This publication explains how to record a document with the Copyright Office. The Copyright Office is a federally designated agency of record that is authorized by law to maintain official records relating to copyright. These records are available for public inspection. When a document is recorded, the Copyright Office maintains a true and accurate copy of it that can be accepted by a court of law as authentic evidence of the original. A description of each recorded document, including party names, titles of works, heading notes, and other information, is added to a catalog that lists all recorded documents. The copy of the recorded document and the catalog are available for public inspection. The Copyright Office does not enforce agreements that are in recorded documents. Although the Copyright Office has minimum requirements that must be satisfied for a document to be recorded, such as being complete by its own terms, the Office does not determine whether documents satisfy legal requirements that are necessary for the documents to be effective or enforced against the parties.

The Copyright Office has designed a form, a Document Cover Sheet, to accompany any document submitted for recordation. Use of the Document Cover Sheet is optional. Although it may be used to satisfy the sworn certification requirement described below, the Copyright Office relies on the actual document and its component parts, not the information provided in the form, for creating a catalog entry that identifies parties or titles of works affected by the document. The Document Cover Sheet is not a form to be used for transferring or making statements about copyrights. A separate transfer or other document must be submitted.

Background

What Copyright Is

Copyright is a form of protection provided by the laws of the United States to the authors of “original works of authorship,” including literary, dramatic, musical, artistic, and certain other intangible works. This protection is available for both published and unpublished works.

Exclusive Rights

The initial owner of copyright generally has the exclusive right:

- To reproduce the work in copies or phonorecords
- To prepare derivative works based upon the work
- To distribute copies or phonorecords of the work to the public by sale or other transfer of ownership, or by rental, lease, or lending
- In the case of literary, musical, dramatic, and choreographic works, pantomimes, and motion pictures and other audiovisual works, to perform the work publicly
- In the case of literary, musical, dramatic, and choreographic works, pantomimes, and pictorial, graphic, or sculptural works, including the individual images of a motion picture or other audiovisual work, to display the work publicly
- In the case of sound recordings, to perform the work publicly by means of certain digital audio transmissions

Owner of Copyright

Only those deriving their rights through the author can own copyright in the work. The author may transfer all or part of the copyright to someone else. Copyright protection exists from the time the work is created and fixed in some tangible form. The copyright immediately becomes the property of the author upon fixation. In the case of a work having more than one author, the authors are co-owners of the copyright, unless there is an agreement to the contrary. In the case of a work made for hire, the employer, not the employee, is presumed to be the author.

A copyright may also be conveyed by operation of law and may be bequeathed by will or pass at the death of the copyright owner as personal property by the applicable laws of intestate succession.

Divisibility of Copyright

Any or all of the exclusive rights of the copyright owner, or any subdivision of those rights, may be transferred separately. However, the transfer of any exclusive right is not valid unless the transfer is in writing and signed by the owner of

the rights conveyed (or the owner's duly authorized agent). The transfer of a nonexclusive right does not require a written document, but a written document may afford priority to the licensee in certain situations.

What May Be Recorded

A document that transfers copyright ownership or any other document pertaining to a copyright may be recorded in the Copyright Office if the document filed for recordation bears the actual signature of the person who executed it, or if the document is accompanied by a sworn or official certification that it is a true copy of the original signed document. 17 USC 205(a).

Transfers

A “transfer of copyright ownership” is an assignment, mortgage, grant of an exclusive license, transfer by will or intestate succession, or any other change in the ownership of any or all the exclusive rights in a copyright, whether or not it is limited in time or place of effect. It does not include a nonexclusive license. A transfer of exclusive rights, other than by operation of law, is not valid unless an instrument of conveyance (for example, contract, bond, or deed) or a note or memorandum of the transfer is in writing and is signed by the owner of the rights conveyed or the owner's duly authorized agent. The Copyright Office does not make or in any way participate in the making of transfers of copyright ownership, but it will record a document of transfer after it has been executed by the parties. No special forms for documents and notarization are necessary for recordation. The following information should be noted:

- *Forms:* Although the use of the Document Cover Sheet is optional, it is designed to facilitate recordation of documents. The form is available in this circular and is also available on the Copyright Office website.

Where the Document Cover Sheet is used, two copies of the cover sheet should accompany each document. Information provided in the cover sheets should be typed or printed. When completed, the cover sheet should contain the information requested so that the Copyright Office can process the document and return it. Any cover sheets submitted will be recorded with the document as part of the official recordation. A document cannot be recorded unless it satisfies the recordation requirements set out in copyright law, regulations, and Copyright Office practices. See subsequent sections on “Documents Will Be Returned Unrecorded If” and “What to Submit to Record a Document.”

Whoever submits a document with or without a cover sheet is solely responsible for verifying the sufficiency of the document. Recording a document submitted with or without a cover sheet does not constitute a determination by the Copyright Office of the document's validity or effect. Only a court may make such determinations.

Documents submitted for recordation should not be in the form of a letter to the Copyright Office because this Office cannot make transfers of copyright ownership. Rather, the Office serves as an office of public record of transfers.

- *Notarization of Certificate of Acknowledgement:* A valid transfer need not be notarized or otherwise accompanied by a certificate of acknowledgement. However, a notarization or certificate of acknowledgment is prima facie evidence of the execution of the transfer if:

- 1 In the case of a transfer executed in the United States, the certificate is issued by a person authorized to administer oaths within the United States; or
- 2 In the case of a transfer executed in a foreign country, the certificate is issued by a diplomatic or consular officer of the United States or by a person authorized to administer oaths whose authority is proved by the certificate of such a diplomatic or consular officer or by a competent foreign authority pursuant to the provisions of the 1961 Hague Convention Abolishing the Requirement of Legalization for Foreign Public Documents.

Documents Pertaining to a Copyright

A document is considered to "pertain to a copyright" if it has a direct or indirect relationship to the existence, scope, duration, or identification of a copyright, or to the ownership, division, allocation, licensing, transfer, or exercise of rights under a copyright. That relationship may be past, present, future, or potential.

Examples: Exclusive and nonexclusive licenses, contracts, mortgages, powers of attorney, certificates of change of corporate title, wills, and decrees of distribution.

The work to which the document pertains may be either published or unpublished, and registration for the work need not have been made before recordation.

Indexing Is Based on Information in the Document

Information in the catalog record is taken *directly from the document*. Documents, including officially certified documents, that do not contain identification of specific titles of

copyrighted works will be cataloged as "no titles given." Titles will not be recorded from the Document Cover Sheet or from pages that were not part of the document as executed. Likewise, parties to a transfer must be identified in the document, and the document must be signed by the party making the transfer. Therefore, parties and titles should be clearly identified in the document, or in a schedule, appendix, or other attachments to the document, other than the Document Cover Sheet.

Copyright Office Does Not Examine Documents for Legal Sufficiency

The Copyright Office does not attempt to judge the legal sufficiency or to interpret the content of any document submitted for recordation. It does not screen the document for errors or discrepancies. It does not screen the documents for content and does not generally correspond with the remitter about the sufficiency of the document.

Parties are therefore cautioned to review and scrutinize any document to assure its legal sufficiency before submitting it to the Copyright Office for recordation. The Copyright Office will record the document, but recordation may be without legal effect unless the remitter has prepared the document in a way that satisfies applicable legal requirements.

What to Submit to Record a Document

NOTE: To be recorded, a document must:

- 1 Have an original signature (or proper certification of photocopy)
- 2 Be complete by its own terms
- 3 Be legible
- 4 Be accompanied by the correct fee

Any transfer of copyright ownership or other document pertaining to a copyright may be recorded in the Copyright Office if the document meets the following requirements:

- 1 The document must bear the actual signature or signatures of the person or persons who executed (signed) the document. If a photocopy of the original signed document is submitted, it must be accompanied by a sworn or official certification. The certification must state that the attached reproduction is a true copy of the original signed document.

The certification must be either a "sworn certification" or an "official certification."

- a A *sworn certification* is used with a document that requires no validation by, nor filing in, a public office.

The sworn certification must communicate that the attached reproduction is a true copy of the original signed document, and the sworn certification must be signed by one of the parties to the document or by an authorized representative of that person. Sworn certifications may be issued by a notary or other person authorized to administer oaths. As an alternative to a notarized certification, the following statement is acceptable: "I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document. Executed on _____."

NOTE: A notary public's signature certifying that the photocopy is a true copy is not acceptable. The signatory must be one of the parties to the document or an authorized representative of that person.

The Document Cover Sheet may be used for the sworn certification. An acceptable statement is preprinted at space 7.

- b An *official certification* is used with a document that requires validation by, or filing in, a public office.

An official certification is a certification by the appropriate government official that the original of the document is on file in a public office and that the reproduction submitted is a true copy of the original.

NOTE: You must submit an *original* official certification. A photocopy of an official certification is not acceptable.

and

- 2 The document must be complete by its own terms. That is, a document that contains a reference to any schedule, appendix, exhibit, addendum, or other material as being attached or made a part of it is recordable only if the attachment is submitted for recordation with the document.

and

- 3 The document must be legible and capable of being reproduced in legible imaged copies.

and

- 4 The document must be accompanied by the recording fee as prescribed in the law. Bank drafts must be drawn on or payable through a U.S. bank.

- c In the case of multiple title documents, titles that are repeated in documents will be counted as a single title, *except* where the document lists different issues,

volumes, chapters, or installments following the title. Each such entry will be regarded as a separate title and will be indexed separately and counted separately for purposes of computing the recordation fee. This procedure for computing the fee on multiple title documents is effective July 1, 1998.

Example of multiple titles for which a separate fee is charged:

"Fan Club News," vol. 1, no. 3 (June 1981)

"Fan Club News," vol. 1, no. 4 (July 1981)

"Fan Club News," vol. 1, no. 5 (August 1981)

NOTE: Copyright Office fees are subject to change. For current fees, please check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000. Additional titles after the first, including variant titles for the same work, are charged an additional fee for each group of 10 or fewer. The fee is based on the number of titles in a document, not the number of works.

Effective August 1, 2009, the Copyright Office no longer refunds the full fee for recordation of a document filed for recordation if the document is not recorded. The basic fee will be retained to cover administrative costs. Only fees for additional titles will be refunded.

Documents Will Be Returned Unrecorded If:

- 1 The document does not have an original signature or proper certification.
- 2 The document submitted is not capable of being reproduced legibly.
- 3 The document is incomplete by its own terms.
- 4 The document is marked as an Exhibit, unless the person requesting recordation asserts that the document is sufficiently complete as it stands.
- 5 The complete recordation fee is not submitted.
- 6 It is unclear to the Documents Recordation Section whether the document is to be recorded.
- 7 The document is submitted to this Office in error.

Mechanics of Recording Transfers or Other Documents

The date of recordation is the date when the written document in proper form and the proper fee are received in the Copyright Office.

A written document is in proper form when:

- 1 It contains the proper signature or signatures
- 2 It is complete by its own terms, and
- 3 It is capable of being imaged

Documents sent to the Visual Arts and Recordation Section for recordation are first screened, and nonrecordable documents are returned before fees are accepted in the Office. Documents accepted for recordation are verified, numbered, cataloged, and imaged for the public record. They are indexed in the Copyright Office online records under the names of the parties and the titles they contain. Registrations for all works dating from January 1, 1978, are available in the online Copyright Office catalog (1978–present). The original document is returned to the sender with a certificate of recordation bearing the date of recordation and the volume and document number identifying the recorded document.

Registrations for all works dating from January 1, 1978, are available in the online Copyright Office catalog (1978–present). The original is returned to the sender with a certificate of record bearing the date of recordation and the volume and document number identifying the recorded document.

Documents are available for public viewing in the Copyright Card Catalog. The Copyright Card Catalog is open to the public from 8:30 A.M. to 5:00 P.M., eastern time, Monday through Friday, except federal holidays. It is located in the Copyright Office, James Madison Memorial Building, 101 Independence Avenue SE, Washington, DC.

Mailing Instructions

Recordations, transfers of copyright, and other documents pertaining to a copyright should be submitted to:

*Library of Congress
Copyright Office-DOC
101 Independence Avenue SE
Washington, DC 20559-6216*

Mailing Address for Notices of Termination

Notices of termination submitted for recordation should be mailed to:

*Copyright Office Notices of Termination
P.O. Box 71537
Washington, DC 20024-1537*

For further information, go to 74 FR 12554 on the Copyright Office website at www.copyright.gov/fedreg/ or see 37 CFR 201.

Advantages of Recordation

While the recordation of a transfer or document pertaining to a copyright is not mandatory, there are several advantages to recordation. These include:

- Under certain conditions, recordation establishes priorities between conflicting transfers, or between a conflicting transfer and a nonexclusive license.
- Recordation establishes a public record of the contents of the transfer or document.
- Recordation of a document in the Copyright Office provides the advantage of “constructive notice,” a legal concept meaning that members of the public are deemed to have knowledge of the facts stated in the document and cannot claim otherwise. Section 205 of the Copyright Act says that recordation of a document in the Copyright Office gives all persons constructive notice of the facts stated in the recorded document, but only if

- 1 The document or material attached to it specifically identifies the work to which it pertains so that, after the document is indexed by the Register of Copyrights, it would be revealed by a reasonable search under the title (or registration number) of the work;

and

- 2 Registration has been made for the work.

Recordation may be required to perfect a security interest, according to case law.

Public Access to Document Records

Requests for copies of recorded documents should be addressed to:

Copyright GC/ISR

P.O. Box 70400

Washington, DC 20024

TEL: (202) 707-6787

FAX: (202) 252-3519 (for deposit account holders only)

Inspection and copying of completed records and indexes relating to a registration or a recorded document and inspection of copies or identifying material deposited in connection with a completed copyright registration may be undertaken in the Records, Research and Certification Section upon payment of the appropriate fee. Since some of the materials are not stored on the immediate premises of the Copyright Office, it is advisable to consult with the Records, Research and Certification Section in advance to determine the length of time necessary to produce the required materials.

Requests for searches of recordations in the completed catalogs and indexes of the Copyright Office should be addressed to:

Copyright GC/ISR

P.O. Box 70400

Washington, DC 20024

TEL: (202) 707-6850

FAX: (202) 252-3485 (for deposit account holders only)

Copyright Office Catalog Records Available over the Internet

Copyright Office records in machine-readable form from January 1, 1978, to the present, including registration and renewal information and recorded documents, are available for searching from the Copyright Office website at www.copyright.gov. Images of registration applications and recorded documents are not available over the Internet.

Documents Not Covered by This Circular

The filing or recordation of the following documents is not covered by this circular, and other requirements may apply:

- 4 Notices and statements of account submitted for distribution of digital audio recording equipment and media. [17 USC chapter 10, 1003, 1004; see 37 CFR 201.27 and 201.28]
- 5 Original signed notices of intention to obtain a compulsory license to make and distribute phonorecords of nondramatic musical works. [17 USC 115(b); see 37 CFR 201.18]
- 6 License agreements and terms and rates of royalty payments voluntarily negotiated between one or more public broadcasting entities and certain owners of copyright. [17 USC 118; see 37 CFR 201.9]
- 7 Notices of termination. [17 USC 203, 304(c), 304(d); see 37 CFR 201.10 and 74 FR 12554]
- 8 Statements regarding the identity of authors of anonymous and pseudonymous works and statements relating to the death of authors. [17 USC 302]
- 9 Notices of Intent to Enforce filed under the URAA. [17 USC 104(a), 109(b), chapter 11]
- 10 Documents pertaining to the removal of works of visual art from buildings. [17 USC 113(d)]
- 11 Documents pertaining to transfers of Mask Works. [17 USC 903(c)]

For information on recording shareware, contact the Visual Arts and Recordation Section at the address given under "Mailing Instructions" on page 5.

Relevant Statutory Provisions from Title 17 of the United States Code

Section 101

§ 101 • Definitions

A "joint work" is a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole.

A "transfer of copyright ownership" is an assignment, mortgage, exclusive license, or any other conveyance, alienation, or hypothecation of a copyright or of any of the exclusive rights comprised in a copyright, whether or not it is limited in time or place of effect, but not including a nonexclusive license.

Section 204

§ 204 · Execution of transfers of copyright ownership

- (a) A transfer of copyright ownership, other than by operation of law, is not valid unless an instrument of conveyance, or a note or memorandum of the transfer, is in writing and is signed by the owner of the rights conveyed or such owner's duly authorized agent.
- (b) A certificate of acknowledgement is not required for the validity of a transfer but is prima facie evidence of the execution of the transfer if—
- (1) in the case of a transfer executed in the United States, the certificate is issued by a person authorized to administer oaths within the United States; or
 - (2) in the case of a transfer executed in a foreign country, the certificate is issued by a diplomatic or consular officer of the United States, or by a person authorized to administer oaths whose authority is proved by a certificate of such an officer.

Section 205

§ 205 · Recordation of transfers and other documents

- (a) *Conditions for Recordation.* — Any transfer of copyright ownership or other document pertaining to a copyright may be recorded in the Copyright Office if the document filed for recordation bears the actual signature of the person who executed it, or if it is accompanied by a sworn or official certification that it is a true copy of the original, signed document.
- (b) *Certificate of Recordation.* The Register of Copyrights shall, upon receipt of a document as provided by subsection (a) and of the fee provided by 17 USC 708, record the document and return it with a certificate of recordation.
- (c) *Recordation As Constructive Notice.* — Recordation of a document in the Copyright Office gives all persons constructive notice of the facts stated in the recorded document, but only if—
- (1) the document, or materials attached to it, specifically identifies the work to which it pertains so that, after the document is indexed by the Register of Copyrights, it would be revealed by a reasonable search under the title or registration number of the work; and
 - (2) registration has been made for the work.
- (d) *Priority Between Conflicting Transfers.* — As between two conflicting transfers, the one executed first prevails if it is recorded, in the manner required to give constructive notice under subsection (c), within one month after its

execution in the United States or within two months after its execution outside the United States, or at any time before recordation in such manner of the later transfer. Otherwise the later transfer prevails if recorded first in such manner and if taken in good faith, for valuable consideration or on the basis of a binding promise to pay royalties, and without notice of the earlier transfer.

- (e) *Priority Between Conflicting Transfer of Ownership and Nonexclusive License.* — A nonexclusive license, whether recorded or not, prevails over a conflicting transfer of copyright ownership if the license is evidenced by a written instrument signed by the owner of the rights licensed or such owner's duly authorized agent, and if—
- (1) the license was taken before execution of the transfer;
 - or
 - (2) the license was taken in good faith before recordation of the transfer and without notice of it.

For Further Information

By Internet

Circulars, announcements, regulations, certain application forms, and other related materials are available from the Copyright Office website at www.copyright.gov. To send and email communication, click on *Contact Us* at the bottom of the homepage.

By Telephone

For general information about copyright, call the Copyright Public Information Office at (202) 707-3000. Staff members are on duty from 8:30 AM to 5:00 PM, Monday through Friday, eastern time, except federal holidays. Recorded information is available 24 hours a day. To request paper application forms or circulars, call the Forms and Publications Hotline at (202) 707-9100 and leave a recorded message.

By Regular Mail

Write to:

Library of Congress
Copyright Office—COPUBS
101 Independence Avenue SE
Washington, DC 20559-6304



Document Cover Sheet • Basic Information

Read all of the instructions below before completing this form. Use of the Document Cover Sheet is optional but encouraged.

When to use this form Use the Document Cover Sheet when you are submitting a document for recordation in the U.S. Copyright Office.

Mailing requirements It is important to send the original cover sheet and one copy of the cover sheet for each document that is being submitted for recordation. The two copies of the Document Cover Sheet, the document, and the fee must be sent together in the same envelope or package. The Copyright Office cannot process them unless they are received together. Send to: *Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6216.*

Cover sheets should be typed or printed and should contain the information requested so that the Copyright Office can process the document and return it. Be sure to complete space 8 so that the recorded document can be returned. The Copyright Office will process the document based on the information in the document or an attachment that is part of the document. Information for indexing will not be taken from the Document Cover Sheet or attachments that were *not* part of the document when it was executed (signed). To be recorded, the document must satisfy the recordation requirements of the copyright law and Copyright Office regulations.

The person submitting a document with a cover sheet is solely responsible for verifying the correctness of the cover sheet and the

sufficiency of the document. Recording a document submitted with or without a cover sheet does not constitute a determination by the Copyright Office of the document's validity or effect. Only a court may make such a determination.

When a Document Cover Sheet is submitted, it will be imaged with the document as part of the public record.

PRIVACY ACT ADVISORY STATEMENT (Required by the Privacy Act of 1974 (P.L. 93-579)): The authority for requesting this information is title 17 U.S.C. §205. Furnishing the requested information is voluntary. But if the information is not provided, it may be necessary to delay recordation.

The principal uses of the requested information are the establishment and maintenance of a public record and the evaluation for compliance with the recordation requirements of section 205 of the copyright code. Other routine uses include public inspection and copying, preparation of public indexes, preparation of public catalogs of copyright recordations, and preparation of search reports upon request.

NOTE: No other advisory statement will be given in connection with this application. Please keep this statement and refer to it if we communicate with you regarding this cover sheet.

Space-by-Space Instructions

Space 1: First party given in the document This information is only used to connect the Document Cover Sheet and the document if they become separated. No information is entered in the catalog record from this space.

Space 2: First title given in the document This information is only used to connect the Document Cover Sheet and the document if they become separated. No information is entered in the catalog record from this space.

Space 3: Total number of titles in the document The total number of titles (including a.k.a. and other variant titles of a work) determines the recordation fee. In the case of multiple title documents, titles that are repeated in documents are counted as a single title, except where the document lists different issues, volumes, episode numbers, etc. following each title. Each such entry is regarded as a separate title and will be indexed separately and counted separately when computing the fee for recording the document. The Copyright Office verifies title counts.

Space 4: Amount of fee calculated There is a basic fee for recording a document containing one title. There is an additional charge for each group of up to 10 additional titles. "Alternative" titles, "formerly-known-as" titles, and "also-known-as" titles are considered to be extra titles. Titles are counted by groups. If there are fewer than 10 titles in a group, the fee for a group still applies. Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000. Please remember that the fee is based on the number of titles in a document, not the number of works.

Space 5: Fee enclosed Check the appropriate box. If a Copyright Office deposit account is to be charged, give the Copyright Office

deposit account number and name. The Office only accepts domestic money orders and checks payable through a U.S. bank with American Bankers Association routing numbers. International and postal money orders are not accepted.

Space 6: Completeness of document Check the appropriate box. Please read the "Important note" if checking "Record as is." All documents recorded under §205 of the Copyright Act must be complete by their own terms to be recorded. Notices of termination recorded under §203, §304(c), and §304(d) must be complete and exact duplicates of the notices as served. Please refer to Copyright Office regulations in Chapter 37 C.F.R. §201.4 and §201.10 and Circular 12, *Recordation of Transfers and Other Documents*, for more information.

Space 7: Certification of photocopied documents Complete this section only if submitting a photocopied document in lieu of a document bearing the actual original signature. If a photocopy of the original signed document is submitted, it must be accompanied by a sworn certification. A sworn certification signed by at least one of the parties to the document or that party's authorized representative (who is identified as such at space 7) will satisfy that requirement. The date entered in the date field should be the date you sign the Document Cover Sheet. Copies of documents on file in a federal, state, or local government office must be accompanied by an original official certification.

Space 8: Return to Give the name and address of the person to whom the recorded document should be returned. The Copyright Office does not maintain paper files of recorded documents. The documents are imaged and returned to the person or firm designated in this space. Please include telephone number, fax number, and email address in case we need to contact you.



Document Cover Sheet

UNITED STATES COPYRIGHT OFFICE

Privacy Act Notice: Sections 408-410 of title 17 of the *United States Code* authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. §705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

DO NOT WRITE ABOVE THIS LINE • SEE INSTRUCTIONS ON REVERSE

For Recordation of Documents

Volume _____ Document _____

Volume _____ Document _____

Date of recordation M _____ D _____ Y _____
(ASSIGNED BY THE COPYRIGHT OFFICE)

Funds received _____

To the Register of Copyrights: Please record the accompanying original document or properly certified copy thereof.

1 First party name given in the document _____
(IMPORTANT: Please read instruction for this and other spaces.)

2 First title given in the document _____

3 Total number of titles in the document _____

4 Amount of fee calculated _____

5 Fee enclosed ☐ Check ☐ Money order
☐ Fee authorized to be charged to Copyright Office deposit account

Deposit account number _____

Deposit account name _____

6 Completeness of document ☐ Document is complete by its own terms ☐ Document is not complete. Record "as is."

IMPORTANT NOTE: A request to record a document "as is" under 37 CFR §201.4(c)(2) is an assertion that: (a) the attachment is completely unavailable for recordation; (b) the attachment is not essential to the identification of the subject matter of the document; and (c) it would be impossible or wholly impracticable to have the parties to the document sign or initial a deletion of the reference to the attachment.

7 Certification of Photocopied Document Complete this certification if a photocopy of the original signed document is substituted for a document bearing the actual original signature.

NOTE: This space may not be used for documents that require an official certification.

I declare under penalty of perjury that the accompanying document is a true and correct copy of the original document.

Signature _____ Date _____

Duly authorized agent of _____

8 Return to: Name _____

Number/street _____ Apt./suite _____

City _____ State _____ Zip _____

Phone number _____ Fax number _____

Email _____

SEND TO: Library of Congress, Copyright Office-DOC, 101 Independence Avenue SE, Washington, DC 20559-6216

INCLUDE ALL THESE TOGETHER: (1) Two copies of this form; (2) payment from a deposit account or by check/money order payable to Register of Copyrights; and (3) your document.

PATENT

REEL: 024838 FRAME: 0138



DEBRA BOWEN | SECRETARY OF STATE | STATE OF CALIFORNIA
BUSINESS PROGRAMS | UNIFORM COMMERCIAL CODE

1500 11th Street | Sacramento, CA 95814 | P.O. Box 942835 | Sacramento, CA 94235-0001 | (916) 653-3516 | www.sos.ca.gov

June 1, 2008

REDACTION OF SOCIAL SECURITY NUMBERS

In order to protect personal privacy and in compliance with Section 9526.5 of the California Uniform Commercial Code (UCC), the Secretary of State's office (SOS) has removed ("redacted") social security numbers, if provided, from all UCC records filed prior to December 31, 2007. In addition, the SOS is redacting any social security number provided on a record filed on paper after January 1, 2008.

For each record that is redacted, the SOS maintains the original un-redacted official filing image and creates a redacted public filing image, which is available for UCC information requests. The un-redacted official filing image is available to the public pursuant to a subpoena or an order from a court of competent jurisdiction.

In the event that the SOS misses redacting a social security number from a UCC record, any person may notify the SOS and specify the file or document number of the record and the location of the social security number within the record, and the SOS will create a redacted public filing image of the record within 10 business days from the date of notification.

In addition, the SOS has made available a filing form pursuant to Section 9521 of the UCC that removes the space identified for the disclosure of the social security number of an individual. These UCC filing forms can be obtained by visiting the California Business Portal at www.sos.ca.gov and clicking on the Forms & Fees link.

UCC filings are public records. Please do not put people at risk of identify theft by including social security numbers on any documents for filing with the Secretary of State.

For more information on identify theft, you may want to visit the California Office of Information Security & Privacy Protection (OISPP) website at www.oispp.ca.gov or review its consumer information on Social Security Number privacy available at www.oispp.ca.gov/consumer_privacy/ssn.asp.

Instructions for National UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read all Instructions, especially Instruction 1; correct Debtor name is crucial. Follow Instructions completely.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Do not insert anything in the open space in the upper portion of this form; it is reserved for filing office use.

When properly completed, send Filing Office Copy, with required fee, to filing office. If you want an acknowledgment, complete item B and, if filing in a filing office that returns an acknowledgment copy furnished by filer, you may also send Acknowledgment Copy; otherwise detach. If you want to make a search request, complete item 7 (after reading Instruction 7 below) and send Search Report Copy, otherwise detach. Always detach Debtor and Secured Party Copies.

If you need to use attachments, use 8-1/2 X 11 inch sheets and put at the top of each sheet the name of the first Debtor, formatted exactly as it appears in item 1 of this form; you are encouraged to use Addendum (Form UCC1Ad).

A. To assist filing offices that might wish to communicate with filer, filer may provide information in item A. This item is optional.

B. Complete item B if you want an acknowledgment sent to you. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form a carbon or other copy of this form for use as an acknowledgment copy.

1. Debtor name: Enter only one Debtor name in item 1, an organization's name (1a) or an individual's name (1b). Enter Debtor's exact full legal name. Don't abbreviate.
 - 1a. Organization Debtor. "Organization" means an entity having a legal identity separate from its owner. A partnership is an organization; a sole proprietorship is not an organization, even if it does business under a trade name. If Debtor is a partnership, enter exact full legal name of partnership; you need not enter names of partners as additional Debtors. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed charter documents to determine Debtor's correct name, organization type, and jurisdiction of organization.
 - 1b. Individual Debtor. "Individual" means a natural person; this includes a sole proprietorship, whether or not operating under a trade name. Don't use prefixes (Mr., Mrs., Ms.). Use suffix box only for titles of lineage (Jr., Sr., III) and not for other suffixes or titles (e.g., M.D.). Use married woman's personal name (Mary Smith, not Mrs. John Smith). Enter individual Debtor's family name (surname) in Last Name box, first given name in First Name box, and all additional given names in Middle Name box.
For both organization and individual Debtors: Don't use Debtor's trade name, DBA, AKA, FKA, Division name, etc. in place of or combined with Debtor's legal name; you may add such other names as additional Debtors if you wish (but this is neither required nor recommended).
 - 1c. An address is always required for the Debtor named in 1a or 1b.
 - 1d. This field has been removed pursuant to California Uniform Commercial Code, Section 9526.5.
 - 1e. f.g. "Additional information re organization Debtor" is always required. Type of organization and jurisdiction of organization as well as Debtor's exact legal name can be determined from Debtor's current filed charter document. Organizational ID #, if any, is assigned by the agency where the charter document was filed; this is different from tax ID #: this should be entered preceded by the 2-character U.S. Postal identification of state of organization if one of the United States (e.g., CA12345, for a California corporation whose organizational ID # is 12345); if agency does not assign organizational ID #, check box in item 1g indicating "none."
- Note:* If Debtor is a trust or a trustee acting with respect to property held in trust, enter Debtor's name in item 1 and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a decedent's estate, enter name of deceased individual in item 1b and attach Addendum (Form UCC1Ad) and check appropriate box in item 17. If Debtor is a transmitting utility or this Financing Statement is filed in connection with a Manufactured-Home Transaction or a Public Finance Transaction as defined in applicable Commercial Code, attach Addendum (Form UCC1Ad) and check appropriate box in item 18.
2. If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. To include further additional Debtors, or one or more additional Secured Parties, attach either Addendum (Form UCC1Ad) or other additional page(s), using correct name format. Follow Instruction 1 for determining and formatting additional names.
 3. Enter information for Secured Party or Total Assignee, determined and formatted per Instruction 1. If there is more than one Secured Party, see Instruction 2. If there has been a total assignment of the Secured Party's interest prior to filing this form, you may either (1) enter Assignor S/P's name and address in item 3 and file an Amendment (Form UCC3) (see item 5 of that form); or (2) enter Total Assignee's name and address in item 3 and, if you wish, also attaching Addendum (Form UCC1Ad) giving Assignor S/P's name and address in item 12.
 4. Use item 4 to indicate the collateral covered by this Financing Statement. If space in item 4 is insufficient, put the entire collateral description or continuation of the collateral description on either Addendum (Form UCC1Ad) or other attached additional page(s).
 5. If filer desires (at filer's option) to use titles of lessee and lessor, or consignee and consignor, or seller and buyer (in the case of accounts or chattel paper), or bailee and bailor instead of Debtor and Secured Party, check the appropriate box in item 5. If this is an agricultural lien (as defined in applicable Commercial Code) filing or is otherwise not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 5, complete items 1-7 as applicable and attach any other items required under other law.
 6. If this Financing Statement is filed as a fixture filing or if the collateral consists of timber to be cut or as-extracted collateral, complete items 1-5, check the box in item 6, and complete the required information (items 13, 14 and/or 15) on Addendum (Form UCC1Ad).
 7. This item is optional. Check appropriate box in item 7 to request Search Report(s) on all or some of the Debtors named in this Financing Statement. The Report will list all Financing Statements on file against the designated Debtor on the date of the Report, including this Financing Statement. There is an additional fee for each Report. If you have checked a box in item 7, file Search Report Copy together with Filing Office Copy (and Acknowledgment Copy). Note: Not all states do searches and not all states will honor a search request made via this form; some states require a separate request form.
 8. This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information (e.g., Secured Party's loan number, law firm file number, Debtor's name or other identification, state in which form is being filed, etc.) that filer may find useful.

Instructions for National UCC Financing Statement Addendum (Form UCC1Ad)

9. Insert name of first Debtor shown on Financing Statement to which this Addendum is related, exactly as shown in item 1 of Financing Statement.
10. Miscellaneous: Under certain circumstances, additional information not provided on Financing Statement may be required. Also, some states have non-uniform requirements. Use this space to provide such additional information or to comply with such requirements; otherwise, leave blank.
11. If this Addendum adds an additional Debtor, complete item 11 in accordance with Instruction 1 on Financing Statement. To add more than one additional Debtor, either use an additional Addendum form for each additional Debtor or replicate for each additional Debtor the formatting of Financing Statement item 1 on an 8-1/2 X 11 inch sheet (showing at the top of the sheet the name of the first Debtor shown on the Financing Statement), and in either case give complete information for each additional Debtor in accordance with Instruction 1 on Financing Statement. All additional Debtor information, especially the name, must be presented in proper format exactly identical to the format of item 1 of Financing Statement.
12. If this Addendum adds an additional Secured Party, complete item 12 in accordance with Instruction 3 on Financing Statement. In the case of a total assignment of the Secured Party's interest before the filing of this Financing Statement, if filer has given the name and address of the Total Assignee in item 3 of the Financing Statement, filer may give the Assignor S/P's name and address in item 12.
- 13-15. If collateral is timber to be cut or as-extracted collateral, or if this Financing Statement is filed as a fixture filing, check appropriate box in item 13; provide description of real estate in item 14; and, if Debtor is not a record owner of the described real estate, also provide, in item 15, the name and address of a record owner. Also provide collateral description in item 4 of Financing Statement. Also check box 6 on Financing Statement. Description of real estate must be sufficient under the applicable law of the jurisdiction where the real estate is located.
16. Use this space to provide continued description of collateral, if you cannot complete description in item 4 of Financing Statement.
17. If Debtor is a trust or a trustee acting with respect to property held in trust or is a decedent's estate, check the appropriate box.
18. If Debtor is a transmitting utility or if the Financing Statement relates to a Manufactured-Home Transaction or a Public-Finance Transaction as defined in the applicable Commercial Code, check the appropriate box.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (1a or 1b) -- do not abbreviate or combine names

1a ORGANIZATION'S NAME

OR

1b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 1e TYPE OF ORGANIZATION 1f JURISDICTION OF ORGANIZATION 1g ORGANIZATIONAL ID#, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -- insert only one debtor name (2a or 2b) -- do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR

2b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 2e TYPE OF ORGANIZATION 2f JURISDICTION OF ORGANIZATION 2g ORGANIZATIONAL ID#, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) -- insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME

OR

3b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4. This FINANCING STATEMENT covers the following collateral

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AGENT ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9 NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a ORGANIZATION NAME		
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10 MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a ORGANIZATION'S NAME				
OR	11b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
11c MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR		11e TYPE OF ORGANIZATION	11f JURISDICTION OF ORGANIZATION	11g ORGANIZATIONAL ID#, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P's NAME - insert only one name (12a or 12b)

12a ORGANIZATION'S NAME				
OR	12b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
12c MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

13 This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate.

16 Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest).

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years

☐ Filed in connection with a Public-Finance Transaction - effective 30 years

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) - CALIFORNIA (REV. 01/01/08)

PATENT

RECORDED: 08/16/2010

REEL: 024838 FRAME: 0143