

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Carol Joyce Witt a/k/a C. Joyce Witt	11/22/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Belcorp Financial Services, Inc.
<b>Street Address:</b>	120 East Ogden Avenue
<b>Internal Address:</b>	Suite 124
<b>City:</b>	Hinsdale
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60521
<b>PROPERTY NUMBERS Total: 7</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5784861
Patent Number:	RE37910
Patent Number:	5941053
Patent Number:	5785224
Patent Number:	6722108
Patent Number:	7603830
Patent Number:	7650731
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	202-408-3121 x2348
<b>Email:</b>	jpaterso@cscinfo.com
<b>Correspondent Name:</b>	Corporation Service Company
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005

CH \$280.00 5784861

501377597

**PATENT**  
**REEL: 025497 FRAME: 0186**

ATTORNEY DOCKET NUMBER:	608441
NAME OF SUBMITTER:	Jean Paterson
<p><b>Total Attachments: 14</b></p> <p>source=12-14-10 Carol Joyce Witt-Pt#page1.tif source=12-14-10 Carol Joyce Witt-Pt#page2.tif source=12-14-10 Carol Joyce Witt-Pt#page3.tif source=12-14-10 Carol Joyce Witt-Pt#page4.tif source=12-14-10 Carol Joyce Witt-Pt#page5.tif source=12-14-10 Carol Joyce Witt-Pt#page6.tif source=12-14-10 Carol Joyce Witt-Pt#page7.tif source=12-14-10 Carol Joyce Witt-Pt#page8.tif source=12-14-10 Carol Joyce Witt-Pt#page9.tif source=12-14-10 Carol Joyce Witt-Pt#page10.tif source=12-14-10 Carol Joyce Witt-Pt#page11.tif source=12-14-10 Carol Joyce Witt-Pt#page12.tif source=12-14-10 Carol Joyce Witt-Pt#page13.tif source=12-14-10 Carol Joyce Witt-Pt#page14.tif</p>	

## 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)

CAROL JOYCE WITT A/K/A C. JOYCE WITT

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 Assignment of Security Interest

### 2. Name and address of receiving party(ies)

Name: Belcorp Financial Services, Inc.

Internal Address: \_\_\_\_\_

Street Address: 120 EAST OGDEN AVENUE, SUITE 124

City: HINSDALE

State: ILLINOIS

Country: USA Zip: 60521

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)

8/736,474; 9/659,374; 9/081,169; 8/541,603; 9/338,158; 12/020,901;  
11/821,961 (APPLICATION NUMBERS ARE LISTED IN ORDER OF THE  
MATCHING PATENT NOS. LISTED IN 4B)

#### B. Patent No.(s)

5784861; RE37910; 5941053; 5785224; 6722108; 7603830; 7650731

Additional numbers attached? ☐ Yes ☒ No

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

Name: BELCORP FINANCIAL SERVICES, INC.

Internal Address: \_\_\_\_\_

Street Address: 120 EAST OGDEN AVENUE, SUITE 124

City: HINSDALE

State: IL Zip: 60521

Phone Number: 630-789-3300

Fax Number: 630-789-3316

Email Address: BELCORP1@AOL.COM

### 6. Total number of applications and patents involved: 7

### 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:

C. Joyce Witt  
Signature

Carol Joyce Witt

Name of Person Signing

11/22/2010  
Date

Total number of pages including cover sheet, attachments, and documents: 14

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

Acknowledged by!  
To be returned when  
loan paid in full

Carol Joyce Witt  
CAROL JOYCE WITT

PATENT

REEL: 025497 FRAME: 0188

**SECURITY AGREEMENT**  
**(Patents)**

This SECURITY AGREEMENT ("Agreement") is entered into on this 22nd day of November, 2010, by and between C. JOYCE WITT a/k/a/ Carol Joyce Witt of 2420 W. Steeple Chase Circle, Libertyville, Illinois ("Debtor"), and BELCORP FINANCIAL SERVICES, INC., an Illinois corporation ("Secured Party").

WHEREAS, Unique Coupons, Inc., an Illinois corporation ("Borrower") entered into that certain Promissory Note, modified pursuant to certain Change in Terms Agreements dated (a) April 3, 2003; (b) April 15, 2003; (c) November 15, 2003; (d) May 15, 2004; (e) July 15, 2004; (f) January 15, 2005; (g) May 15, 2005; (h) May 15, 2006; (i) May 15, 2007; (j) May 15, 2008; (k) November 15, 2008; (l) January 15, 2009; (m) May 15, 2009; (n) August 15, 2009; (o) October 15, 2009; (p) December 20, 2009, and any further renewals, amendments, or modifications thereof (collectively the "Note"); Business Loan Agreement; Commercial Security Agreement; and other loan documents, including but not limited to, a Commercial Guaranty executed by C. Joyce Witt and a mortgage (executed by the Joyce Witt Revocable Trust) securing the Commercial Guaranty (collectively the "Purchased Loan Documents") with American Chartered Bank, 1199 East Higgins Road, Schaumburg, Illinois ("American Chartered Bank") on May 15, 2002 (the "Loan Agreement"), pursuant to which American Chartered Bank loaned to Debtor, and Debtor borrowed from American Chartered Bank, the original principal amount of Seven Hundred Thousand (\$700,000.00) Dollars (the "Loan");

WHEREAS, Borrower has defaulted under the terms of the Note and the Purchased Loan Documents and under the terms of a Forbearance Agreement with American Chartered Bank;

WHEREAS, Secured Party, at the request of Borrower, of which Debtor is the sole Director, Chairman of the Board and Chief Executive Officer, has agreed to purchase the Note and the Purchased Loan Documents, the personal guaranty and the mortgage from American Chartered Bank;

WHEREAS, Borrower has requested that Secured Party forbear from collecting amounts due under the Confession Judgment Order dated August 26, 2010 in Case No. 2010-L-051355 filed with the Circuit Court of Cook County, Law Division; forbear from completing the foreclosure Case No. 10-CH-5486 filed in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois; or from taking other action to collect the amounts due under the Note or the Purchased Loan Documents;

WHEREAS, the unpaid principal amount due on the loan as of the date of this Agreement is \$500,179.55, plus accrued interest, fees and costs.

WHEREAS, Borrower has entered into a Forbearance Agreement with Secured Party dated November 22, 2010 ("Forbearance Agreement") in which Secured Party has agreed to forbear from collecting amounts due or from taking action against Borrower and Debtor hereunder provided that Debtor agree to certain terms;

WHEREAS, the execution and delivery of this Security Agreement by Debtor is a condition precedent to Secured Party's obligations under the Forbearance Agreement;

WHEREAS, Secured Party requires the execution and delivery of this Agreement by Debtor as a condition precedent to disbursement of funds under the Forbearance Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party agree as follows:

1. **Grant of Security Interest; Financing Statement.** In order to secure the prompt, full and faithful performance of all obligations of Debtor under the Forbearance Agreement, the Note (including any renewals, extensions or modifications thereof), the Purchased Loan Documents and any other lending or credit facility agreement (collectively referred to as the "Loan Documents") between Borrower, Debtor and Secured Party (collectively, "Secured Obligations"):

a. **Security Interest.** Debtor hereby grants to Secured Party a first lien priority Security Interest in the business assets of Debtor as described in the attached Exhibit "A" (collectively referred to hereinafter as the "Collateral").

b. **Financing Statement.** Debtor hereby also agrees to sign and hereby authorizes Secured Party to file/register a UCC-1 Financing Statement with regard to such Security Interest against the Collateral.

2. **Representations and Warranties.** Debtor hereby represents and warrants to, and covenants and agrees with, Secured Party as follows:

a. **Authority.** Debtor has the full power, authority and legal right to enter into and perform this Agreement;

b. **Ownership.** Debtor is the owner of the Collateral free and clear of all liens, charges, security interests, encumbrances or other interests of any person or entity;

c. **Business Purpose.** The Collateral is used primarily for business purposes and not for any personal purpose;

d. **Defense.** Debtor will defend the Collateral against any and all claims and/or demands of all persons or entities at any time claiming the same or any interest therein; and

e. **No Conflicts.** No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office for which Releases have not been issued, except for those in favor of Secured Party.

3. **Liens and Transfers.** While this Agreement is in effect, Debtor will not:

a. **Sale.** Sell or offer to sell, assign, pledge, lease or otherwise transfer the Collateral (other than in the ordinary course of business) or any interest therein without the prior written consent of Secured Party;

b. **Encumbrances.** Permit any lien, charge, security interest, encumbrance or other interest of any person or entity other than Secured Party to attach to any of the Collateral;

c. Levy. Permit any Collateral to be levied upon under any legal process; or

d. Impairment. Permit anything to be done that may materially impair the value of any of the Collateral or the Security Interest intended to be afforded by this Agreement.

4. Maintenance. While this Agreement is in effect, Debtor will keep the Collateral in good order and repair, and shall not waste or destroy the Collateral or any part thereof. Secured Party may examine and inspect the Collateral upon reasonable notice during normal business hours.

5. Compliance with Laws and Insurance Policies. While this Agreement is in effect, Debtor shall not use the Collateral in violation of any law, rule, regulation, statute, ordinance, court order or policy of insurance thereon.

6. Taxes and Assessments. While this Agreement is in effect, Debtor will promptly pay when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement. Nothing contained herein shall affect the right of Debtor to contest the validity or extent of such taxes and assessments in good faith and by appropriate proceedings, provided that no late fees or penalties accrue or become a lien on any of the Collateral.

7. Insurance. While this Agreement is in effect, Debtor shall keep the Collateral at all times insured against risk of loss or damage by fire and other casualties (including so-called extended coverage), theft, malicious mischief and vandalism and such other risks as Secured Party may reasonably require, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such insurance companies as Secured Party may approve, losses in all cases to be payable to Secured Party and Debtor as their interests may appear. All policies of insurance shall provide for at least thirty (30) days' prior written notice of cancellation to Secured Party. Debtor shall furnish Secured Party with certificates of all insurance policies required by this Section 7 or other evidence satisfactory to Secured Party of Debtor's compliance with the provisions of this Section.

8. Further Assurances. Debtor shall, upon demand, furnish to Secured Party such further information and shall execute and deliver to Secured Party such Financing Statements and other documents in form satisfactory to Secured Party and shall do all such acts and things Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as provided herein as security for the Secured Obligations.

9. Possession. Until an Event of Default occurs which is not cured within any applicable grace period (if any), Debtor may retain possession of the Collateral and use it in any lawful manner not inconsistent with the covenants contained herein or any policy of insurance thereon; provided that Debtor shall comply with all requirements of the Loan Documents.

10. Advances. At its option, Secured Party: (a) may discharge taxes, liens, security interests or other encumbrances at any time levied or placed upon the Collateral; (b) may place and pay for insurance on the Collateral upon failure to do so by Debtor after having been

requested so to do; and (c) may pay for the maintenance, repair and preservation of the Collateral. Debtor agrees to reimburse Secured Party upon demand for any payment made, or any expense incurred by Secured Party, pursuant to the foregoing authorization.

11. **Events of Default.** Debtor agrees that any one or more of the following events or conditions shall be considered "Events of Default" under this Agreement:

a. **Loan Documents.** Any "Event of Default" occurring under any of the Loan Documents;

b. **Bankruptcy, etc.** A petition under the Federal Bankruptcy Laws or any similar law, state or federal, whether now or hereafter existing, is filed by or against Debtor, Borrower or the Guarantor of the Loan Documents and Secured Party which is not dismissed within ninety (90) calendar days;

c. **Credit Issues.** Debtor, Borrower or a Guarantor of the Loan Documents is unable to pay business debts as they become due, is adjudged insolvent, or makes an assignment for the benefit of creditors;

d. **Misrepresentations.** Any statement or certification of any type made by Debtor, Borrower or Guarantor, including but not limited to any financial statement, inventory report or any statement made in connection with the Loan Documents, is materially false, incorrect or incomplete;

e. **Judgment.** Final judgment or judgments for payment of money aggregating in excess of five percent (5.00 %) of the balance due under the Purchased Loan Documents or the Forbearance Agreement which is not covered by insurance are entered against Debtor, Borrower or Guarantor;

f. **Third Parties.** Debtor, Borrower or Guarantor shall fail to pay any material indebtedness due to any third party and such failure shall continue beyond any applicable grace period, or if Debtor or Borrower shall suffer to exist any other "Event of Default," by acceleration or otherwise, under any note, loan agreement, lease, mortgage or trust deed, contract for deed, security agreement or other contractual obligation binding upon them;

g. **Financial Statements.** Debtor, Borrower or Guarantor fails to furnish quarterly certified Financial Statements to Secured Party within fifteen (15) business days after the end of each quarter;

h. **Compliance.** Debtor or Borrower fails to comply with the requirements of the Purchased Loan Documents or the Forbearance Agreement; or

i. **Right to Cure.** Any default, other than a payment default on Borrower's Indebtedness, is curable, and if Debtor has not been given a previous notice of a similar default, such default may be cured (with no "Event of Default") if Debtor, after receiving written notice from Secured Party demanding cure of such default: (i) cures the default within fifteen (15) days; or (ii) if the cure requires more than fifteen (15) days,

immediately initiates steps which Secured Party deems, in its sole discretion, to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**12. Remedies Upon Default.**

a. **Acceleration.** Upon the occurrence of an Event of Default and at any time thereafter (such default not having previously been cured in accordance with the applicable grace period, if any), Secured Party at its option may declare all Secured Obligations immediately due and payable and may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law and all rights provided in this Agreement regarding the Collateral.

b. **Assemble/Sell Tangible Collateral.** Upon an Event of Default, Secured Party may require Debtor to assemble all tangible Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to Secured Party and Debtor. Unless the Collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Secured Party will give Debtor at least five (5) days' notice of the time and place of any public sale thereof or the time after which any private sale or intended disposition thereof is to be made. Secured Party may buy at any public sale and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, Secured Party may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and expenses incurred by Secured Party, shall be applied in satisfaction of the Secured Obligations.

c. **Secured Obligations.** Secured Party's rights with regard to the Collateral shall be limited to the amount of the Secured Obligations. Secured Party will account to Debtor for any surplus realized on disposition of the Collateral (including insurance policies) and Debtor shall remain liable for any deficiency. Debtor shall reimburse Secured Party upon demand for all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in enforcing the terms of this Agreement or in protecting Secured Party's rights in or disposing of the tangible Collateral or with regard to the insurance policies, which amounts also shall be secured by this Agreement.

d. **Cumulative Remedies.** The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of Secured Party so long as any part of the Secured Obligations remains unsatisfied.

**13. Severability.** In the event any of the provisions of this Agreement shall be deemed to be invalid for any reason, the same shall be severable from the remainder hereof and such invalidity shall in no way affect or impair any other provision hereof.



14. **Waiver.** No waiver by Secured Party of any default hereunder shall operate as a waiver of any other default hereunder or of the same default on a future occasion.

15. **Successors.** This Agreement and all representations, warranties, agreements, rights and liabilities hereunder and in and to any and all of the Collateral shall inure to the benefit of Secured Party and its successors and assigns, and shall be binding upon Debtor and its successors and permitted assigns. Debtor shall have no right to assign any of its rights or obligations hereunder without the prior written consent of Secured Party, which consent may be withheld or granted by Secured Party in its sole and absolute discretion. All rights of Secured Party in, to and under this Agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. Debtor agrees that if Secured Party gives notice to Debtor of an assignment of said rights, upon such notice the liability of Debtor to the assignee shall be immediate and absolute.

16. **Notices.** All notices hereunder shall be in writing as follows:

If to Secured Party: Belcorp Financial Services, Inc.  
Attn: Norman J. Beles, President  
120 E. Ogden Avenue, Suite 124  
Hinsdale, IL 60521

If to Debtor: C. Joyce Witt  
2420 W. Steeple Chase Circle  
Libertyville, IL 60048

or to such other address as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices and specifically providing that the purpose of the notice is to change the party's address. All notices required to be given hereunder shall be addressed to the party to whom the notice is to be given at the party's designated address for notice and may be sent: (i) by hand delivery (effective upon delivery to the party); (ii) by prepaid Certified U.S. Mail with return receipt requested (effective on second business day after postmark date or upon or refusal of delivery); or (iii) by nationally-recognized overnight courier (effective one business day after deposit with the overnight courier for overnight delivery).

17. **Consent.** Wherever in this Agreement provision is made for the approval or consent of Secured Party or that any matter is to be to Secured Party's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, determined or given by Secured Party in its sole and absolute discretion.

18. **Costs.** In accordance with the Purchased Loan Documents and the Forbearance Agreement, Debtor shall pay all of the Secured Party's costs of collecting or attempting to collect under the Loan Documents, including, without limitation: (a) reasonable attorneys' fees, and (b) fees for services rendered by the Secured Party's employees or agents at standard rates for time spent in connection with collecting or attempting to make such collection (including but not limited to enforcing this Agreement), in addition to all principal, interest and other amounts payable under the applicable Loan Document(s), whether or not any legal action is filed.

19. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois, without reference to choice of law principles.

20. Purchased Loan Documents and Forbearance Agreement. The terms, conditions and definitions of the Purchased Loan Documents and the Forbearance Agreement are incorporated herein.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement on the date first above written.

DEBTOR:

C Joyce Witt + Carol Joyce Witt  
C Joyce Witt a/k/a Carol Joyce Witt

SECURED PARTY:  
BELCORP FINANCIAL  
SERVICES, INC.

By: Norman J. Beles  
Norman J. Beles, President

**EXHIBIT "A"**

**COLLATERAL**

**Patents Owned by C. Joyce Witt a/k/a Carol Joyce Witt**

All right, title and interest of C. Joyce Witt a/k/a Carol Joyce Witt ("Debtor") in the following patents:

1. PATENT NUMBER: 5784861  
FILING DATE: OCT. 24, 1996  
ISSUE DATE: JULY 28, 1998  
APPLICATION NUMBER: 8/736,474
2. PATENT NUMBER: RE37910  
FILING DATE: SEPT. 8, 2000  
ISSUE DATE: NOV. 26, 2002  
APPLICATION NUMBER: 9/659,374
3. PATENT NUMBER: 5941053  
FILING DATE: MAY 18, 1998  
ISSUE DATE: AUG. 24, 1999  
APPLICATION NUMBER: 9/081,169
4. PATENT NUMBER: 5785224  
FILING DATE: OCT. 10, 1995  
ISSUE DATE: JULY 28, 1998  
APPLICATION NUMBER: 8/541,603
5. PATENT NUMBER: 6722108  
FILING DATE: JUNE 22, 1999  
ISSUE DATE: APRIL 20, 2004  
APPLICATION NUMBER: 9/338,158
6. PATENT NUMBER: 7603830

FILING DATE: JAN. 28, 2008

ISSUE DATE: OCT. 20, 2009

APPLICATION NUMBER 12/020,901

7. PATENT NUMBER: 7650731

FILING DATE: JUNE 16, 2007

ISSUE DATE: JAN. 26, 2010

APPLICATION NUMBER: 11/821,961

RECEIVED  
SECRETARY OF STATE  
UNIFORM COMM CODE DIV.

2010 DEC -3 PM 1:29

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC

CSC

UCU112/03/10:04:4429:

20.00 MU

SOSIL 14:00 15815744 FS

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

WITT

FIRST NAME

CAROL

MIDDLE NAME

JOYCE

SUFFIX

1c. MAILING ADDRESS

2420 WEST STEEPLE CHASE CIRCLE

CITY

LIBERTYVILLE

STATE

IL

POSTAL CODE

60048

COUNTRY

USA

1d. SEE INSTRUCTIONS

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

2d. SEE INSTRUCTIONS

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

120 E. OGDEN AVE., STE 124

CITY

HINSDALE

STATE

IL

POSTAL CODE

60521

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"

x Carol Joyce Witt

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG, LIEN ☐ NON-UCC FILING  
6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional). ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC-1) (REV. 05/22/02)

ACKNOWLEDGEMENT  
COPY

596792-02-Ayl

PATENT

REEL: 025497 FRAME: 0198

**EXHIBIT "A"**

**COLLATERAL**

**Patents Owned by C. Joyce Witt a/k/a Carol Joyce Witt**

All right, title and interest of C. Joyce Witt a/k/a Carol Joyce Witt ("Debtor") in the following patents:

1. PATENT NUMBER: 5784861  
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APPLICATION NUMBER: 8/736,474
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ISSUE DATE: JULY 28, 1998  
APPLICATION NUMBER: 8/541,603
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6. PATENT NUMBER: 7603830  
FILING DATE: JAN. 28, 2008  
ISSUE DATE: OCT. 20, 2009  
APPLICATION NUMBER 12/020,901

7. PATENT NUMBER: 7650731  
FILING DATE: JUNE 16, 2007  
ISSUE DATE: JAN. 26, 2010  
APPLICATION NUMBER: 11/821,961

EXHIBIT "B"

SAME NAME AFFIDAVIT

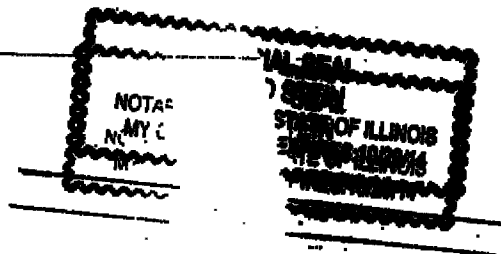
The undersigned affiant, being first duly sworn, on oath say, and also covenant with and warrant to the Belcorp Financial Services, Inc., an Illinois corporation, that I, Carol Joyce Witt ("Affiant"), am also the same person as: C. Joyce Witt and Joyce Witt.

Carol Joyce Witt  
CAROL JOYCE WITT

STATE OF ILLINOIS )  
COUNTY OF DePage ) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Carol Joyce Witt, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of November, 2010.



Meg D Stein  
NOTARY PUBLIC

