

12/28/10

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OMB No 0651-0027 (exp 03/31/2009)

12/28/2010

U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103614404

SHEET

To the Director of the U S Patent and Trademark Office

attached documents or the new address(es) below

1. Name of conveying party(ies)

Hao Chien Chao

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

2. Name and address of receiving party(ies)

Name: Paul W. Huber

Internal Address:

Street Address: 2885 Commerce Drive

City: Alden

State: New York

Country: United States Zip: 14004

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

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

Execution Date(s) October 26, 2010

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other
- Merger
- Change of Name

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)

6004197

Additional numbers attached? Yes No



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

Name: Patricia M. Costanzo

Internal Address:

Street Address: P.O. Box 101

City: Elma

State: New York Zip: 14059

Phone Number: 716-652-2380

Fax Number: 716-652-8868

Email Address: law@patcostanzo.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 12/28/2010 MTHALL 00000024 6004197

Authorized User Name 01 FC:0021 40.00 0P

9. Signature:

Patricia M. Costanzo
Signature

December 23, 2010
Date

Patricia M. Costanzo
Name of Person Signing

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

3

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: 025658 FRAME: 0664

SECURITY AGREEMENT

AGREEMENT made and entered into this 26th day of October, 2010 by and between HAO CHIEN CHAO (the "Pledgor") and PAUL W. HUBER (the "Pledgee").

RECITALS

The X' Pole Precision Tools, Inc. (the "Corporation") and Pledgee have entered into an Agreement of even date wherein for good, valuable and adequate consideration, to be paid by Corporation, Pledgee has agreed to forego certain rights and entitlements, and

Pledgor is a substantial shareholder and principal officer of the Corporation, and in such dual capacity is interested in securing to the Corporation the benefits of the Agreement.

It is therefore agreed:

1. Security Interest. The Pledgor hereby assigns and delivers to Pledgee a security interest in the following United States Patents (the "Patents"):

| Patent Number | Issue Date |
|---------------|------------|
| 6,855,040 | 2/15/05 |
| 6,979,254 | 12/27/05 |
| 6,004,197 | 12/21/99 |
| 6,149,511 | 11/21/00 |
| 6,257,970 | 7/10/01 |
| 6,328,643 | 12/11/01 |

2. Filing. This Security Interest shall be registered in United States Patent Office.

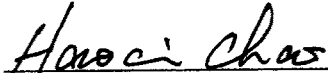
3. Term. The Patents shall remain pledged to the Pledgee until payment in full has been received by Pledgee from the Corporation pursuant to Clauses 6, 7 and 8 of the Agreement of even date between Pledgee and Corporation.

4. Release. Upon payment in full, the Pledgee shall, as soon as practicable, execute such document as necessary to terminate Pledgor's Security Interest in the Patents and file the same with the United States Patent Office.

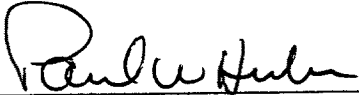
5. Assignment. Except as hereinafter provided, this Agreement shall not limit the right of the Corporation or Pledgor to sell, or otherwise dispose of or encumber the Patents, subject to the interest of Pledgee in the Patents.

6. Benefit. This Agreement shall bind and inure to the benefit of the parties, their legal representative and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement.



Hao Chien Choa (Pledgor)



Paul W. Huber (Pledgee)