

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Starview Technology, Inc.	01/22/2011
<b>RECEIVING PARTY DATA</b>	
Name:	Raymon F Thompson
Street Address:	286 Buffalo Hill Drive
City:	Kalispell
State/Country:	MONTANA
Postal Code:	59901
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Patent Number:	7464077
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(503)778-5299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-241-2300
Email:	alangalloway@dwt.com
Correspondent Name:	Alan J. Galloway
Address Line 1:	Davis Wright Tremaine LLP
Address Line 2:	1300 SW Fifth Avenue, Ste. 2300
Address Line 4:	Portland, OREGON 97201-5630
ATTORNEY DOCKET NUMBER:	91750-1
NAME OF SUBMITTER:	Alan J. Galloway
Total Attachments: 9 source=Sec_agr#page1.tif source=Sec_agr#page2.tif source=Sec_agr#page3.tif source=Sec_agr#page4.tif	

CH \$40.00 7464077

**501437988**

**PATENT**  
**REEL: 025790 FRAME: 0100**

source=Sec\_agr#page5.tif  
source=Sec\_agr#page6.tif  
source=Sec\_agr#page7.tif  
source=Sec\_agr#page8.tif  
source=Sec\_agr#page9.tif

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of January 22, 2011, by and between Starview Technology, Inc. ("Debtor"), a California corporation whose address is 2841 Junction Avenue, Suite # 201, San Jose, CA 95134 and Raymon F. Thompson ("Secured Party"), whose address is 286 Buffalo Hill Drive, Kalispell, MT 59901.

### RECITALS:

Debtor has borrowed the principal sum of \$14,036,601.86 from Secured Party (the "Existing Loans"). Debtor has requested that Secured Party make an additional loan of Seventy-Five Thousand (\$75,000.00) to Debtor. Secured Party has agreed to make that additional loan, to be evidenced by a Promissory Note dated as of January 22, 2011 (the "Note"), but only if Debtor agrees to secure the Existing Loans and the Note with the Collateral as provided herein.

NOW, THEREFORE, the parties agree as follows:

### AGREEMENT:

#### Section 1. Definitions.

1.1 **Collateral.** The property subject to this Agreement (the "Collateral") shall consist of all of the following personal property of Debtor, now owned or hereafter acquired:

- (a) Accounts,
- (b) Chattel paper,
- (c) Instruments,
- (d) Goods, including without limitation inventory and equipment,
- (e) General intangibles, including without limitation:
  - (1) All payment intangibles; and
  - (2) All intellectual property and intellectual property rights, including without limitation all registered and unregistered copyrights, registered and unregistered trademarks, trademark applications, patent applications, and patents, including without limitation United States Patent No. 7,464,077; and
  - (3) All rights, title, and ownership in the software known as the Starview Smart Enterprise Platform, including without limitation Starview Event Servers, Starview Enterprise Event Server, Starview Standard Event Server, Starview Remote

Agents, Starview Enterprise Hub, and Starview Simulation Server, including without limitation source code, byte code, object code, trade secrets, know-how, documentation, resource bundles, images, and files associated with said software.

- (f) Documents,
- (g) All books and records with respect to any of the foregoing,
- (h) All computers and equipment containing said books and records,
- (i) To the extent not listed above as original collateral, proceeds and products of the foregoing, and all insurance proceeds payable in respect thereto.

**1.2 Obligations.** This Agreement secures the following (the "Obligations"):

- (a) Debtor's obligations under the Note and this Agreement;
- (b) Debtor's obligations under a Promissory Note in the principal sum of Fourteen Million Thirty-Six Thousand Six Hundred and One Dollars and Eighty-Six Cents (\$14,036,601.86), dated January 22, 2011, which note evidences the Existing Loans;
- (c) The repayment of (i) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and (ii) any other expenditures that Secured Party may make under the provisions of this Agreement or for the benefit of Debtor;
- (d) All amounts owed under any modification, renewals or extensions of any of the foregoing obligations;
- (e) Any of the foregoing that arises after the filing of a petition by or against Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

**1.3 UCC.** Any term used in the Uniform Commercial Code ("UCC") and not defined in this Agreement shall have the meaning given to the term in the UCC.

**Section 2. Grant of Security Interest.** Debtor grants a security interest in the Collateral to Secured Party to secure the payment and performance of the Obligations.

**Section 3. Perfection of Security Interests.**

**3.1 Filing of a Financing Statement.** Debtor authorizes Secured Party to file one or more financing statements (the "Financing Statement") describing the Collateral.

**3.2 Possession.**

(a) Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Debtor may use the Collateral in any lawful manner not inconsistent with the Agreement and not inconsistent with any policy of insurance thereon.

(b) Where the Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgement from the third party that it is holding the Collateral for the benefit of Secured Party.

**Section 4. Covenants and Rights Concerning the Collateral.** Debtor covenants and agrees with Secured Party as follows:

**4.1 Inspection.** Secured Party may inspect any Collateral in Debtor's possession, at any time, upon reasonable notice.

**4.2 Risk of Loss.** Debtor has the risk of loss of the Collateral. Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

**4.3 No Disposition.** Secured Party does not authorize, and Debtor agrees not to (a) make any sales or leases of any of the Collateral; (b) license any of the Collateral; or (c) grant any other security interest in any of the Collateral, without Secured Party's consent.

**4.4 Insurance.** Debtor shall have and maintain, or cause to be maintained, insurance at all times with respect to all tangible Collateral, against such risks as Secured Party may reasonably require, in such form, for such periods and written by such companies as may be reasonably satisfactory to Secured Party. All policies of insurance shall have endorsed thereon a loss payable clause acceptable to Secured Party and/or such other endorsements as Secured Party may from time to time request, and Debtor will promptly provide Secured Party with the original policies or certificates of such insurance. Debtor shall promptly notify Secured Party of any loss or damage which may occur to the Collateral. Secured Party is hereby authorized to make proof of loss if the same is not made promptly by Debtor. All proceeds of any insurance on the Collateral shall be held by Secured Party as a part of the Collateral. Such proceeds shall be paid out from time to time upon order of the Debtor for the purpose of paying the reasonable cost of repairing or restoring the property damaged. Any of the proceeds which have not been so paid out within 180 days following their receipt by Secured Party shall be applied to the prepayment of principal on the Note. In the event of failure to provide insurance as herein provided, Secured Party may, at Secured Party's option, provide such insurance at Debtor's expense.

**4.5 Liens; Maintenance.** Except where it has received the prior written consent of Secured Party, Debtor shall keep the Collateral free from any adverse liens, security interests or encumbrances, and in good order and repair and shall not commit or permit waste or destruction of the Collateral or any portion thereof. Debtor shall at all times comply with the provisions of all leases to which it is a party so as to prevent any loss or forfeiture thereof or

thereunder. Debtor will not use or permit anyone to use the Collateral in violation of any statute, ordinance, or state or federal regulation. This Section shall have no applicability in the event of a good faith dispute by Debtor as to the reasonableness or validity of any adverse lien, security interest or encumbrance, except that if Secured Party reasonably determines that the adverse claim substantially impairs its security, Secured Party may require Debtor to either pay the claim or deposit with Secured Party cash, a sufficient corporate surety bond or other security satisfactory to Secured Party to provide for the discharge of the claim plus any costs, attorney fees or other charges that could accrue as a result of foreclosure or sale under the claim.

**4.6 Payment of Obligations.** Debtor will pay or cause to be paid promptly when due all taxes and assessments upon the Debtor's business and properties (including the Collateral). Debtor may, however, withhold payment of any tax assessment or claim if a good faith dispute exists as to the obligation to pay, provided that if a lien arises as a result of such nonpayment Debtor shall treat such lien as an adverse claim under Section 4.5.

**4.7 Payment.** At any time when Secured Party reasonably deems itself to be insecure, Secured Party, at its option, may discharge taxes, liens, or security interests or other encumbrances at any time levied or placed on the Collateral, and may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral and all such payments shall become a part of Debtor's obligation secured hereby, payable on demand, with interest at the rate described in the Note from the date of demand until paid. Such right shall be in addition to any other rights or any remedies to which Secured Party may be entitled on account of Debtor's default.

**Section 5. Representations and Warranties.** Debtor represents and warrants to Secured Party that:

**5.1 Title.** It has rights in the Collateral, and its title to the Collateral is free of all adverse claims, liens, security interests and restrictions on transfer or pledge except as created by this Agreement.

**5.2 Location of Collateral.** All tangible Collateral is and will remain located solely at the Debtor's address as set forth in the first paragraph of this Agreement.

**5.3 Location of Debtor.** Debtor's chief executive office is located in the State of California. Debtor's exact legal name and state of incorporation are as set forth in the first paragraph of this Agreement.

**Section 6. Debtor's Covenants.** Until the Obligations are paid in full, Debtor agrees that it will comply with the following covenants:

**6.1 Corporate Matters.** Debtor will: (a) preserve its corporate existence and not, in one or a series of related transactions, merge into or consolidate with any other entity, sell all or substantially all of its assets or undergo a change in control (as hereinafter defined), (b) not change the state of its incorporation, and (c) not change its corporate name without providing Secured Party with 30 days prior written notice.

**6.2 Notice of Default.** Immediately upon obtaining knowledge of the occurrence of any event which constitutes an Event of Default, or which with notice or lapse of time, or both, would constitute an Event of Default, Debtor shall give written notice thereof to Secured Party, together with a detailed statement of the steps being taken by Debtor to cure such Event of Default.

**6.3 Notice of Litigation.** Debtor shall promptly notify Secured Party in writing of the initiation of any litigation against Debtor which in Debtor's good-faith judgment might materially and adversely affect the operations, financial condition, property or business of Debtor.

## **Section 7. Default.**

**7.1 Events of Default.** The occurrence of any of the following shall be an Event of Default:

(a) Debtor fails to pay any amount payable under the Note as and when due;

(b) Debtor fails to comply with any covenant, agreement or obligation contained herein or in the Note;

(c) Any representation, warranty or certification made or furnished to Secured Party by or on behalf of Debtor under this Agreement or the Note proves to have been false in any material respect when made or furnished;

(d) Any levy, seizure, federal tax lien or attachment attaches to or is made upon the Collateral, or any other lien or encumbrance is made upon the Collateral which is not discharged by Debtor within 30 days, or, with the exception of inventory, any sale, transfer or disposition of any interest in the Collateral is made without the consent of Secured Party;

(e) Debtor voluntarily or involuntarily becomes subject to any proceeding under (i) the Bankruptcy Code, or (ii) any similar proceeding or remedy under state statutory or common law; or

(f) Secured Party shall receive an official report from the Secretary of State of California indicating that Secured Party's security interest is not prior to all other security interests or other interests reflected in such report.

## **7.2 Remedies Upon Default**

(a) Upon any Event of Default, Secured Party may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity, to collect, enforce or satisfy any Obligations then owing, whether by acceleration or otherwise. Without limiting the foregoing, upon any Event of Default, Secured Party

shall have the right to pursue any of the following remedies separately, successively or simultaneously:

(1) File suit and obtain judgment and, in connection with any action, Secured Party may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(2) Take possession of any Collateral if not already in its possession without demand and without legal process. Upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as Secured Party directs. Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where the Collateral may be located.

(3) Without taking possession, sell, lease or otherwise dispose of the Collateral at a public or private sale in accordance with the UCC.

**Section 8. Default Costs.** Should an Event of Default occur, Debtor will pay to Secured Party all costs reasonably incurred by the Secured Party for the purpose of enforcing its rights hereunder (with interest at the rate set forth in the Note), including (a) costs of foreclosure, (b) costs of obtaining money damages, and (c) a reasonable fee for the services of attorneys employed by Secured Party for any purpose related to this Agreement or the Obligations, including consultation, drafting documents, sending notice or instituting prosecuting or defending litigation or arbitration.

### **Section 9. Foreclosure Procedures.**

**9.1 No Waiver.** No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default shall: (a) impair any right or remedy, (b) waive any default, (c) operate as an acquiescence to the Event of Default, or (d) affect any subsequent default of the same or a different nature.

**9.2 Notices.** Secured Party shall give Debtor such notice of any private or public sale as may be required by the UCC.

**9.3 Condition of Collateral.** Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale.

**9.4 No Obligation to Pursue Others.** Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Secured Party may release, modify or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

**9.5 Compliance with Other Laws.** Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and



compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

**9.6 Warranties.** Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

**9.7 Sales on Credit.** If Secured party sells any portion of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of Debtor. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

**9.8 Purchases by Secured Party.** In the event Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Debtor.

**9.9 No Marshaling.** Secured Party shall have no obligation to marshal any assets in favor of Debtor, or against or in payment of the Note, any of the other Obligations, or any other obligation owed to Secured Party by Debtor or any other person.

## **Section 10. General.**

**10.1 Address for Notice.** Any notice or demand required or permitted to be given by this Agreement shall be deemed to be delivered when a record has been deposited as registered or certified mail directed to the address of the party stated in this Agreement. Either party may change the address for notices by written notice to the other party.

**10.2 Successors and Assigns.** This Agreement and all rights and liabilities hereunder and in and to any and all obligations secured hereby and in and to all Collateral shall inure to the benefit of the Secured Party and its successors and shall be binding upon Debtor and its successors and assigns. This Agreement shall bind all persons who become bound as a debtor to this Agreement. Secured Party does not consent to any assignment by Debtor except as expressly provided in this Agreement. Secured Party may assign its rights and interests under this Agreement without the consent of Debtor.

**10.3 Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

**10.4 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California.

**10.5 Rules of Construction.** No reference to "proceeds" in this Agreement authorizes any sale, transfer or other disposition of Collateral by Debtor. "Includes" and

"including" are not limiting. "Or" is not exclusive. "All" includes "any" and "any" includes "all."

**10.6 Headings.** Section headings used in this Agreement are for convenience only. They are not a part of this Agreement and shall not be used in construing it.

**10.7 Integration.** This Agreement is the entire agreement of Debtor and Secured Party concerning its subject matter. Any modification to this Agreement must be made in writing and signed by the party to be bound.

**10.8 Waiver.** Any party to this Agreement may waive the enforcement of any provision to the extent the provision is for its benefit. All waivers must be in writing.

**10.9 Further Assurances.** Debtor agrees to execute any further documents, a and to take further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Secured Party herein.

**10.10 Power of Attorney.** Debtor hereby irrevocably appoints Secured Party its attorney-in-fact to prepare, sign and file or record, for Debtor in Debtor's name, any financing statements, applications for registration and like papers and to take any other action deemed by Lender necessary or desirable in order to perfect the security interest of the Lender hereunder, to dispose of any Collateral, and to perform any obligations of Debtor hereunder, at Debtor's expense, but without obligation to do so.

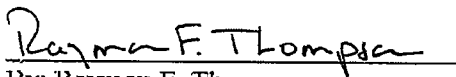
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

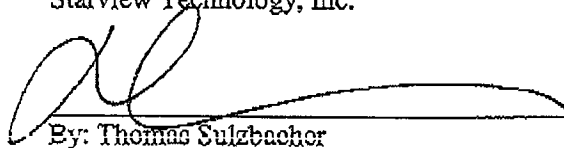
SECURED PARTY

DEBTOR

Raymon F. Thompson

Starview Technology, Inc.

  
By: Raymon F. Thompson  
By Richard Heiser  
Attorney-in-fact

  
By: Thomas Sulzbacher  
Its President & Chief Executive Officer

Address:

286 Buffalo Hill Drive

Kalispell, Montana

59901

Address:

2841 Junction Avenue, Suite # 201

San Jose, California

95134