

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Correction to Recordation Cover Sheet of Assignment Recorded at 008447/0868 on 04/16/1997
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MiraLink Corporation	02/28/1997
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Utah Technology Finance Corporation
<b>Street Address:</b>	177 East 100 South
<b>City:</b>	Salt Lake City
<b>State/Country:</b>	UTAH
<b>Postal Code:</b>	84111
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5537533
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(714)546-9035
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	714 641-5100
<b>Email:</b>	dochambers@rutan.com
<b>Correspondent Name:</b>	Rutan & Tucker, LLP
<b>Address Line 1:</b>	611 Anton Boulevard
<b>Address Line 2:</b>	Suite 1400
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626
<b>ATTORNEY DOCKET NUMBER:</b>	028548.0001
<b>NAME OF SUBMITTER:</b>	Kari Lynn Barnes, Reg. No. 60,499

**Total Attachments: 21**  
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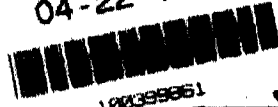
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(Rev. 8-82)  
CMB No. 0100 (Rev. 1-84)  
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ER SHEET

U.S. PATENT AND TRADEMARK OFFICE

APR 16 1997

To the Patent Commissioner

Please enclose the attached original document.

1. Name of conveying party(ies):

MiraLink Corporation

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

2. Name and address of receiving party(ies)

MiraLink Technology Finance Corporation

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

Street Address: 177 East 100 South

City: Salt Lake City State: UT ZIP: 84111

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: January 16, 1997

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the effective date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

5,537,533

Additional numbers attached?  Yes  No

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

Name: Steve Grizzell

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

Street Address: 177 East 100 South

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Scott Olsen  
Name of Person Signing

*Scott Olsen*  
Signature

4/14/97  
Date

20

Total number of pages including cover sheet, attachments, and document: 20  
Mail documents to the registrar with the fee. For more information, see the Patent Office Manual, Part 1, Section 101.1.

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST ("Grant"), dated as of February 25, 1997, is executed by MiraLink Corporation, a Utah corporation having a place of business at 180 South 300 West, Suite 130, Salt Lake City, Utah 84101 ("Grantor"), in favor of Utah Technology Finance Corporation, a Utah corporation having a place of business at 177 East 100 South, Salt Lake City, Utah 84111 ("Secured Party").

Pursuant to a Bridge/Early Technology Business Capital Loan Amended and Substituted Loan Agreement and Bridge/Early Technology Business Capital Loan Amended and Substituted Security Agreement, and a Utah Revolving Loan Amended and Substituted Loan Agreement and Utah Revolving Loan Amended and Substituted Security Agreement, all of which are dated January 16, 1997 (collectively and individually the "Agreements") between Grantor and Secured Party, Secured Party has agreed to advance up to \$300,000 to or for the benefit of Grantor.

Grantor owns United States Patent Number 5,537,533, issued July 16, 1996, for a System and Method for Remote Mirroring of Digital Data From a Primary Network Server to a Remote Network Server, and assigned to Grantor ("Patent"):

Pursuant to the Agreements, Grantor has granted to Secured Party a security interest in all right, title, and interest of Grantor in and to the Patent, including any and all causes of action which may exist by reason of infringement of the Patent, for the full term of the Patent:

NOW, THEREFORE, for good and valuable consideration, Grantor does hereby acknowledge the security interest granted to Secured Party, as set forth in the Agreements, the terms and conditions of which are incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date first written above.

MIRALINK CORPORATION

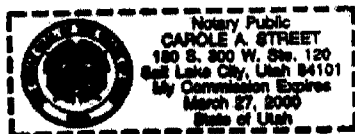
By:   
Name: Ron McCabe  
Title: Vice President

STATE OF UTAH            )  
                                  ss.  
COUNTY OF SALT LAKE    )

On this 25 day of February, 1997, personally appeared before me Ron McCabe, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Grant of Security Interest, and acknowledged that he executed the same as an authorized official or agent of MiraLink Corporation.

Carole Street NOTARY PUBLIC  
March 27, 2000 COMMISSION EXPIRATION

SEAL



PATENT  
REEL: 8447 FRAME: 0869

**AMENDED AND SUBSTITUTED SECURITY AGREEMENT**  
**Utah Revolving Loan**

THIS SECURITY AGREEMENT dated as of the 16 day of January 1997, made by MiraLink Corporation and Digital Air Systems, Inc. (the "Borrower"), and UTAH TECHNOLOGY FINANCE CORPORATION (the "Lender").

**RECITALS**

- A. UTFC and Borrower, have entered into and may hereafter enter into credit and loan agreements.
- B. It is a condition precedent to UTFC entering into any credit or loan agreement that Borrower execute and deliver to UTFC this Agreement and Borrower shall have granted all of the security interests contemplated by this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and in order to induce UTFC to make and enter into and continue the credit and loan agreements with Borrower, UTFC and Borrower hereby agree as follows:

- I. **Grant of Security.** Borrower hereby assigns and pledges to UTFC, and hereby grants to UTFC a security interest in, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):
- a. all equipment in all of its forms, wherever located, now or hereafter existing, all fixtures and all parts thereof and all accessions thereto, other than any such items which are leased by Borrower or which have been previously assigned as collateral by Borrower to third parties, including without being limited to the previously assigned collateral listed in Exhibit A (subject to the acknowledged senior position of Sentry Financial, any and all such equipment, fixtures, parts and accessions being the "Equipment");
  - b. all inventory in all of its forms, wherever located, now or hereafter existing, including new materials, work-in-process and finished goods wherever located; all shipping and packing materials used or usable in connection with the sale of inventory, all Borrower's present and future claims against any supplier of any of the foregoing including claims arising out of purchases by Borrower of defective goods or overpayments to or under shipments by suppliers; all proceeds arising from the lease or rental of any of the foregoing, and all accessions thereto and products of the foregoing documents therefor, other than any such items which are held by Borrower on consignment from third parties (any and all such inventory, accessions, products and documents being the "Inventory");
  - c. all present and future accounts, contract rights, chattel paper, instruments, documents, deposit accounts, general intangibles and other rights to payment of money of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of real property or personal property or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or other rights to payment of money

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UTAH TECHNOLOGY FINANCE CORPORATION  
Amended and Substituted Security Agreement

(subject to the acknowledged senior position of Legacy Financial, any and all such accounts, contract rights, chattel paper, instruments, documents, deposit accounts, general intangibles and obligations being the "Receivables");

- d. all of Borrower's deposits and securities;
  - e. all furnishings, fixtures, equipment, machinery, tools, computers, vehicles, and other tangible personal property used in connection with Borrower's business;
  - f. all of Borrower's rights to goods represented by or securing Receivables, and all of Borrower's rights as an unpaid vendor, including the right to reclaim goods, including all return and repossessed goods, wherever located;
  - g. all of Borrower's technology, including, but not limited to, inventions, designs, patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, copyrights, licenses, good will, know how, and all other intangible property;
  - h. not applicable to this agreement;
  - i. not applicable to this agreement; and
  - j. all proceeds and products of any and all of the foregoing Collateral and, to the extent not otherwise included, all (i) payments under insurance (whether or not Borrower is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.
2. **Security for Obligations.** The Collateral secures the payment of all obligations of the Borrower now or hereafter existing under any loan agreement and other loan documents between UTFC and Borrower and this Agreement and as the same may be modified, amended, supplemented, renewed and extended whether for principal, interest, fees, expenses or otherwise, (all such obligations of Borrower being the "Obligations"). Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Borrower to UTFC as the same may be modified, amended, supplemented, renewed and extended but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Borrower.
3. **Borrower Remains Liable; Use of Collateral.** Anything herein to the contrary notwithstanding, (a) Borrower shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by UTFC of any of the rights hereunder shall not release Borrower from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) UTFC shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall UTFC be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. So long as no Event of default has occurred as defined in any credit or loan agreement with UTFC (hereafter "Event of

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UTAH TECHNOLOGY FINANCE CORPORATION  
Amended and Substituted Security Agreement

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Default") and is continuing and, subject to the rights and interests of UTFC in the Collateral granted hereby, Borrower shall have the right to use the Collateral in connection with the normal conduct of its business.

4. **Representations and Warranties.** Borrower represents and warrants as follows:

- a. The chief place of business and chief executive office of Borrower and the office where Borrower keeps its records concerning the Receivables, and the originals of all instruments, documents and chattel paper that evidence Receivables and all Equipment and Inventory, are located at its address at **180 South 300 West, Suite 130, Salt Lake City, UT 84101**. The originals of all chattel paper that evidence Receivables have been delivered to UTFC.
- b. Borrower is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement and except as otherwise agreed by UTFC in writing. No effective financing statement or other document similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of UTFC relating to this Agreement and except as otherwise agreed in writing by UTFC.
- c. Except as otherwise provided or described in the above-described exceptions agreed to by UTFC, this Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.
- d. No consent of any other person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (ii) for the exercise by UTFC of its rights and remedies hereunder.
- e. Borrower has, independently and without reliance upon UTFC and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement.
- f. Borrower has exclusive possession and control of the Equipment and Inventory.

5. **Further Assurances.**

- a. Borrower agrees that from time to time, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that UTFC may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable UTFC to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Borrower will: (i) mark conspicuously each instrument, document and chattel paper included in the Receivables at the request of UTFC, each of its records pertaining to the Collateral with a legend, in form

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and substance satisfactory to UTFC, indicating that such document, instrument, chattel paper, or Collateral is subject to the security interest granted hereby; (ii) if any Receivable shall be evidenced by a promissory note or other instrument or chattel paper, deliver and pledge to UTFC hereunder such note or instrument or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to UTFC; and (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as UTFC may request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

- b. Borrower hereby authorizes UTFC to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of Borrower where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.
- c. Borrower will furnish to UTFC from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as UTFC may reasonably request, all in reasonable detail.

6. **As to Equipment and Inventory.**

- a. Borrower shall keep the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places therefor specified in Section 4(a) or, upon 30 days' prior written notice to UTFC, at such other places in jurisdictions where all action required by Section 5 shall have been taken with respect to the Equipment and Inventory.
- b. Borrower shall cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual or manufacturer's maintenance standards, and shall forthwith, or in the case of any loss or damage to any of the Equipment as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable to such end. Borrower shall promptly furnish to UTFC a statement respecting any loss or damage to any of the Equipment.
- c. Borrower shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory. In producing the Inventory, Borrower shall comply with all requirements of the Fair Labor Standards Act.

7. **As to Receivables.**

- a. Borrower shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Receivables at the location therefor specified in Section 4(a) or, upon 30 days' prior written notice to UTFC, at any other locations in a jurisdiction where all action required by Section 5 shall have been taken with respect to the Receivables. Borrower will hold and preserve such records and will permit representatives

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UTAH TECHNOLOGY FINANCE CORPORATION  
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of UTFC at any time during normal business hours to inspect and make abstracts from such records.

- b. Except as otherwise provided in this subsection (b), Borrower shall continue to collect, at its own expense, all amounts due or to become due Borrower under the Receivables. In connection with such corrections, Borrower may take (and, at UTFC's direction, shall take) such action as Borrower or UTFC may deem necessary or advisable to enforce collection of the Receivables; provided, however, that upon the occurrence of an Event of Default, UTFC shall have the right at any time, upon written notice to Borrower of its intention to do so, to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to UTFC and to direct such account debtors or obligors to make payment of all amounts due or to become due to Borrower thereunder directly to UTFC and, upon such notification and at the expense of Borrower, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Borrower might have done. After receipt by Borrower of the notice from UTFC referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including instruments) received by Borrower in respect of the Receivables shall be received in trust for the benefit of UTFC hereunder, shall be segregated from other funds of Borrower and shall be forthwith paid over to UTFC in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) released to Borrower so long as no Event of Default shall have occurred and be continuing or (B) if any Event of Default shall have occurred and be continuing, applied as provided by Section 12(b), and (ii) Borrower shall not adjust, settle or compromise the amount or payment of any Receivable, release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.
8. **Transfers and Other Liens.** Borrower shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except Inventory in the ordinary course of business, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Agreement and except the prior security interests identified to and accepted by UTFC.
9. **Lender Appointed Attorney-in-Fact.** Borrower hereby irrevocably appoints UTFC Borrower's attorney-in-fact, with full authority in the place and stead of Borrower, at the option of UTFC at any time after the occurrence and during the continuance of any Event of Default, and in the name of Borrower, UTFC or otherwise, from time to time in UTFC's discretion, to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of Borrower under Section 7), including, without limitation:
- a. to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;
- b. to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection therewith; and
- c. to file any claims or take any action or institute any proceedings which UTFC may deem

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UTAH TECHNOLOGY FINANCE CORPORATION  
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necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of UTFC with respect to any of the Collateral.

10. **Lender May Perform.** If Borrower fails to perform any agreement contained herein, UTFC may itself perform, or cause performance of, such agreement, and the expenses of UTFC incurred in connection therewith shall be payable by Borrower under Section 13(b).
11. **Lender's Duties.** The powers conferred on UTFC hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, UTFC shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. UTFC shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which UTFC accords its own property.
12. **Remedies.** If any Event of Default shall have occurred and be continuing:
  - a. UTFC may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Utah at that time (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of UTFC forthwith, assemble all or part of the Collateral as directed by UTFC and make it available to UTFC at a place to be designated by UTFC which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of UTFC's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as UTFC may deem commercially reasonable. Borrower agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. UTFC shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. UTFC may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.
  - b. Any cash held by UTFC as Collateral and all cash proceeds received by UTFC in respect of any sale of, collection from, or other realization upon or any part of the Collateral may, in the discretion of UTFC, be held by UTFC as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to UTFC pursuant to Section 13) in whole or in part by UTFC against, all or any part of the Obligations in such order as UTFC shall elect. Any surplus of such cash or cash proceeds held by UTFC and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

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UTAH TECHNOLOGY FINANCE CORPORATION  
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13. **Indemnity and Expenses.**

- a. Borrower agrees to indemnify UTFC from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from UTFC's gross negligence or willful misconduct.
- b. Borrower will upon demand pay to UTFC the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which UTFC may incur in connection with (i) the preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of UTFC hereunder or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

14. **Amendments, Etc.** No amendment or waiver of any provision of this Agreement, and no consent to any departure by Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by UTFC, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. **Addresses for Notices.** Any notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied, or delivered to it, to either party, at its address specified in the most recent loan agreement, or, as to either party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and other communications shall, when mailed or telecopied, be effective when deposited in the mails or telecopied or upon hand delivery.

16. **Continuing Security Interest; Assignments Under Credit Agreement.** This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Agreement, (ii) be binding upon Borrower, its successors and assigns and (iii) inure to the benefit of, and be enforceable by, UTFC and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), UTFC may assign or otherwise transfer all or any portion of its rights and obligations under any loan agreement and the other loan documents to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to UTFC herein or otherwise. Upon the payment in full of the Obligations and all other amounts payable under this Agreement, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Borrower. Upon any such termination, UTFC will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

17. **Estoppel Certificates and Notices.** This agreement shall be deemed a contract and instrument made under the laws of the State of Utah and shall be construed and enforced in accordance with and governed by the laws of the State of Utah and the laws of the United States of America.

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UTAH TECHNOLOGY FINANCE CORPORATION  
Amended and Substituted Security Agreement

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IN WITNESS WHEREOF, Borrower and UTFC have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

LENDER:

UTAH TECHNOLOGY FINANCE  
CORPORATION, a Utah corporation

By:   
Name: Steve Grizzell, Vice President

BORROWER:

MIRALINK CORPORATION

By:   
Name: Ron McCabe, Vice President

DIGITAL AIR SYSTEMS, INCORPORATED

By:   
Name: J. Kent Johnson, President

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UTAH TECHNOLOGY FINANCE CORPORATION  
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Exhibit A  
Collateral

Item	Market Value	Loan To Value%	Existing Liens	Collateral Value
A/R		25%	Legacy Financial	
Inventory		25%		
Equipment		50%	Sentry Financial	
Patent				
Real Estate		75%		
TOTAL				



Utah Technology Finance Corporation

Assistance in patent financing - Utah companies

April 14, 1997

Commissioner of Patents & Trademarks  
Box Assignment  
Washington, D.C. 20231

To whom it may concern:

Please find the following enclosed information for an assignment of patent filing: \$40.00 patent filing fee. Amended and Substituted Security Agreement Utah Revolving Loan dated January 16, 1997. Amended and Substituted Security Agreement Bridge/Early Technology Capital Loan dated January 16, 1997. Grant of Security Interest dated February 28, 1997. Recordation Form Cover Sheet Patents Only, and self addressed stamped envelope for receipt and notification of filing.

Sincerely,

Scott Olsen  
Assistant Portfolio Manager

177 East 100 South - Salt Lake City, Utah 84111 Phone (801) 368-4347 Fax (801) 364-4361

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**AMENDED AND SUBSTITUTED SECURITY AGREEMENT**  
**Bridge/Early Technology Capital Loan**

THIS SECURITY AGREEMENT dated as of the 14 day of January 1997, made by MiraLink Corporation and Digital Air Systems, Incorporated (the "Borrower"), and UTAH TECHNOLOGY FINANCE CORPORATION (the "Lender").

**RECITALS**

- A. UTFC and Borrower, have entered into and may hereafter enter into credit and loan agreements.
- B. It is a condition precedent to UTFC entering into any credit or loan agreement that Borrower execute and deliver to UTFC this Agreement and Borrower shall have granted all of the security interests contemplated by this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and in order to induce UTFC to make and enter into and continue the credit and loan agreements with Borrower, UTFC and Borrower hereby agree as follows:

1. **Grant of Security.** Borrower hereby assigns and pledges to UTFC, and hereby grants to UTFC a security interest in, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired (the "Collateral"):
- a. all equipment in all of its forms, wherever located, now or hereafter existing, all fixtures and all parts thereof and all accessions thereto, other than any such items which are leased by Borrower or which have been previously assigned as collateral by Borrower to third parties, including without being limited to the previously assigned collateral listed in Exhibit A (subject to the acknowledged senior position of Sentry Financial, any and all such equipment, fixtures, parts and accessions being the "Equipment");
  - b. all inventory in all of its forms, wherever located, now or hereafter existing, including new materials, work-in-process and finished goods wherever located; all shipping and packing materials used or usable in connection with the sale of inventory, all Borrower's present and future claims against any supplier of any of the foregoing including claims arising out of purchases by Borrower of defective goods or overpayments to or under shipments by suppliers; all proceeds arising from the lease or rental of any of the foregoing, and all accessions thereto and products of the foregoing documents therefor, other than any such items which are held by Borrower on consignment from third parties (any and all such inventory, accessions, products and documents being the "Inventory");
  - c. all present and future accounts, contract rights, chattel paper, instruments, documents, deposit accounts, general intangibles and other rights to payment of money of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of real property or personal property or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or other rights to payment of money

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(a) Borrower shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by UTFC of any of the rights hereunder shall not release Borrower from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) UTFC shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall UTFC be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. So long as no Event of default has occurred as defined in any credit or loan agreement with UTFC (hereafter "Event of

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Default") and is continuing and, subject to the rights and interests of UTFEC in the Collateral granted hereby, Borrower shall have the right to use the Collateral in connection with the normal conduct of its business.

4. **Representations and Warranties.** Borrower represents and warrants as follows:

- a. The chief place of business and chief executive office of Borrower and the office where Borrower keeps its records concerning the Receivables, and the originals of all instruments, documents and chattel paper that evidence Receivables and all Equipment and Inventory, are located at its address at 180 South 300 West, Suite 130, Salt Lake City, UT 84101. The originals of all chattel paper that evidence Receivables have been delivered to UTFEC.
- b. Borrower is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement and except as otherwise agreed by UTFEC in writing. No effective financing statement or other document similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of UTFEC relating to this Agreement and except as otherwise agreed in writing by UTFEC.
- c. Except as otherwise provided or described in the above-described exceptions agreed to by UTFEC, this Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken.
- d. No consent of any other person or entity and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (ii) for the exercise by UTFEC of its rights and remedies hereunder.
- e. Borrower has, independently and without reliance upon UTFEC and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement.
- f. Borrower has exclusive possession and control of the Equipment and Inventory.

5. **Further Assurances.**

- a. Borrower agrees that from time to time, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that UTFEC may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable UTFEC to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Borrower will: (i) mark conspicuously each instrument, document and chattel paper included in the Receivables at the request of UTFEC, each of its records pertaining to the Collateral with a legend, in form

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and substance satisfactory to UTFC, indicating that such document, instrument, chattel paper, or Collateral is subject to the security interest granted hereby; (ii) if any Receivable shall be evidenced by a promissory note or other instrument or chattel paper, deliver and pledge to UTFC hereunder such note or instrument or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to UTFC, and (iii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as UTFC may request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

- b. Borrower hereby authorizes UTFC to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral without the signature of Borrower where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.
- c. Borrower will furnish to UTFC from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as UTFC may reasonably request, all in reasonable detail.

6. **As to Equipment and Inventory.**

- a. Borrower shall keep the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places therefor specified in Section 4(a) or, upon 30 days' prior written notice to UTFC, at such other places in jurisdictions where all action required by Section 5 shall have been taken with respect to the Equipment and Inventory.
- b. Borrower shall cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear excepted, and in accordance with any manufacturer's manual or manufacturer's maintenance standards, and shall forthwith, or in the case of any loss or damage to any of the Equipment as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable to such end. Borrower shall promptly furnish to UTFC a statement respecting any loss or damage to any of the Equipment.
- c. Borrower shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory. In producing the Inventory, Borrower shall comply with all requirements of the Fair Labor Standards Act.

7. **As to Receivables.**

- a. Borrower shall keep its chief place of business and chief executive office and the office where it keeps its records concerning the Receivables at the location therefor specified in Section 4(a) or, upon 30 days' prior written notice to UTFC, at any other locations in a jurisdiction where all action required by Section 5 shall have been taken with respect to the Receivables. Borrower will hold and preserve such records and will permit representatives

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of UTFC at any time during normal business hours to inspect and make abstracts from such records.

- b. Except as otherwise provided in this subsection (b), Borrower shall continue to collect, at its own expense, all amounts due or to become due Borrower under the Receivables. In connection with such corrections, Borrower may take (and, at UTFC's direction, shall take) such action as Borrower or UTFC may deem necessary or advisable to enforce collection of the Receivables; provided, however, that upon the occurrence of an Event of Default, UTFC shall have the right at any time, upon written notice to Borrower of its intention to do so, to notify the account debtors or obligors under any Receivables of the assignment of such Receivables to UTFC and to direct such account debtors or obligors to make payment of all amounts due or to become due to Borrower thereunder directly to UTFC and, upon such notification and at the expense of Borrower, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Borrower might have done. After receipt by Borrower of the notice from UTFC referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including instruments) received by Borrower in respect of the Receivables shall be received in trust for the benefit of UTFC hereunder, shall be segregated from other funds of Borrower and shall be forthwith paid over to UTFC in the same form as so received (with any necessary endorsement) to be held as cash collateral and either (A) released to Borrower so long as no Event of Default shall have occurred and be continuing or (B) if any Event of Default shall have occurred and be continuing, applied as provided by Section 12(b), and (ii) Borrower shall not adjust, settle or compromise the amount or payment of any Receivable, release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.
8. **Transfers and Other Liens.** Borrower shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except Inventory in the ordinary course of business, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Collateral, except for the security interest under this Agreement and except the prior security interests identified to and accepted by UTFC.
9. **Lender Appointed Attorney-in-Fact.** Borrower hereby irrevocably appoints UTFC Borrower's attorney-in-fact, with full authority in the place and stead of Borrower, at the option of UTFC at any time after the occurrence and during the continuance of any Event of Default, and in the name of Borrower, UTFC or otherwise, from time to time in UTFC's discretion, to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement (subject to the rights of Borrower under Section 7), including, without limitation:
- a. to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;
- b. to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection therewith; and
- c. to file any claims or take any action or institute any proceedings which UTFC may deem

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necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of UTFC with respect to any of the Collateral.

10. **Lender May Perform.** If Borrower fails to perform any agreement contained herein, UTFC may itself perform, or cause performance of, such agreement, and the expenses of UTFC incurred in connection therewith shall be payable by Borrower under Section 13(b).
11. **Lender's Duties.** The powers conferred on UTFC hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, UTFC shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. UTFC shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which UTFC accords its own property.
12. **Remedies.** If any Event of Default shall have occurred and be continuing:
  - a. UTFC may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Utah at that time (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require Borrower to, and Borrower hereby agrees that it will at its expense and upon request of UTFC forthwith, assemble all or part of the Collateral as directed by UTFC and make it available to UTFC at a place to be designated by UTFC which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of UTFC's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as UTFC may deem commercially reasonable. Borrower agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. UTFC shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. UTFC may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.
  - b. Any cash held by UTFC as Collateral and all cash proceeds received by UTFC in respect of any sale of, collection from, or other realization upon or any part of the Collateral may, in the discretion of UTFC, be held by UTFC as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to UTFC pursuant to Section 13) in whole or in part by UTFC against, all or any part of the Obligations in such order as UTFC shall elect. Any surplus of such cash or cash proceeds held by UTFC and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

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13. **Indemnity and Expenses.**

- a. Borrower agrees to indemnify UTFC from and against any and all claims, losses and liabilities (including reasonable attorneys' fees) growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from UTFC's gross negligence or willful misconduct.
- b. Borrower will upon demand pay to UTFC the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which UTFC may incur in connection with (i) the preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of UTFC hereunder or (iii) the failure by Borrower to perform or observe any of the provisions hereof.

14. **Amendments, Etc.** No amendment or waiver of any provision of this Agreement, and no consent to any departure by Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by UTFC, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. **Addresses for Notices.** Any notices and other communications provided for hereunder shall be in writing (including telecopier) and mailed, telecopied, or delivered to it, to either party, at its address specified in the most recent loan agreement, or, as to either party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and other communications shall, when mailed or telecopied, be effective when deposited in the mails or telecopied or upon hand delivery.

16. **Continuing Security Interest; Assignments Under Credit Agreement.** This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of the Obligations and all other amounts payable under this Agreement, (ii) be binding upon Borrower, its successors and assigns and (iii) inure to the benefit of, and be enforceable by, UTFC and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), UTFC may assign or otherwise transfer all or any portion of its rights and obligations under any loan agreement and the other loan documents to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to UTFC herein or otherwise. Upon the payment in full of the Obligations and all other amounts payable under this Agreement, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Borrower. Upon any such termination, UTFC will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

17. **Estoppel Certificates and Notices.** This agreement shall be deemed a contract and instrument made under the laws of the State of Utah and shall be construed and enforced in accordance with and governed by the laws of the State of Utah and the laws of the United States of America.

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IN WITNESS WHEREOF, Borrower and UTFC have caused this Agreement to be duly executed and delivered by their officers thereunto duly authorized as of the date first above written.

**LENDER:**

UTAH TECHNOLOGY FINANCE  
CORPORATION, a Utah corporation

By:   
Name: Steve Grizzell, Vice President

**BORROWER:**

MIRALINK CORPORATION

By:   
Name: Ron McCabe, Vice President

DIGITAL AIR SYSTEMS, INCORPORATED

By:   
Name: J. Kent Johnson, President

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Exhibit A  
Collateral

Item	Market Value	Loan To Value%	Existing Liens	Collateral Value
A/R		25%	Legacy Financial	
Inventory		25%		
Equipment		50%	Sentry Financial	
Patent				
Real Estate		75%		
TOTAL				

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RECORDED: 04/16/1997

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