

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Remove Incorrect Patent Application No of 09/827,811 previously recorded on Reel 013479 Frame 0054. Assignor(s) hereby confirms the Security Agreement: the correct Patent Application No is: 09/827,891.
CONVEYING PARTY DATA	
Name	Execution Date
Granite Technologies, Inc.	10/28/2002
RECEIVING PARTY DATA	
Name:	BBX, Inc.
Street Address:	c/o - Genesys Partners, Inc. 126 Fifth Avenue
Internal Address:	8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10011
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	09827891
Application Number:	09827451
CORRESPONDENCE DATA	
Fax Number:	(212)575-0671
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127929200
Email:	dxo@cll.com
Correspondent Name:	Mark Montague
Address Line 1:	1133 Avenue of the America
Address Line 2:	Cowan, Liebowitz & Latman, P.C.
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	MXM - FIRM ABSORBING COST
NAME OF SUBMITTER:	Mark Montague

OP \$80.00 09827891

PATENT

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REEL: 026323 FRAME: 0860

Total Attachments: 6

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11-15-2002

Docket No: 18676-09

Form PTO-1595
(Rev. 03/01)

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OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please return enclosed original documents or copy thereof.

1. Name of conveying party(ies):
Granite Technologies, Inc.
104 Woodmont Blvd. (Ste. 200)
Nashville, TN 37205

11-4-02

2. Name and address of receiving party(ies)

Name: BBX, Inc.

Internal Address: _____

Street Address: C/O - Genesys Partners, Inc.

126 Fifth Avenue (8th Floor)

City: New York State: NY Zip: 10011

OFFICE OF THE
COMMISSIONER OF
PATENTS AND
TRADEMARKS
FINANCE SECTION
2002 NOV -4 PM 11:56

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

3. Nature of conveyance:

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

Execution Date: October 28, 2002

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

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/827,811
09/827,451

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Peter R. Porcino, Esq.

Internal Address: Cowan, Liebowitz & Latman, P.C.

Street Address: 1133 Avenue of the Americas

City: New York State: New York Zip: 10036-6799

6. Total number of applications and patents involved: 2

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

03-3415

(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.

Peter R. Porcino

Name of Person Signing

Signature

October 29, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

11/14/2002 JYLLM2 00000019 033415 09827811

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PATENT PATENT
REEL: 026323 FRAME: 0862

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Agreement**"), is made this 28th day of October, 2002 between BBX, Inc., a Delaware corporation ("**Lender**") and Granite Technologies, Inc., a Tennessee corporation ("**Borrower**").

A. Lender has agreed to loan to Borrower up to Five Hundred Thousand Dollars (\$500,000.00) (together with accrued interest, the "**Indebtedness**") pursuant to Section 3.2 of that certain Plan and Agreement of Merger dated September 24, 2002, as amended, between Lender and Borrower ("**Merger Agreement**").

B. Borrower has agreed to repay the Indebtedness pursuant to that certain Revolving Promissory Note of even date herewith made by Borrower in favor of Lender ("**Note**").

C. As an inducement to Lender to make the loan, Borrower has agreed to grant Lender a security interest in all or substantially all of Borrower's property.

Lender and Borrower, intending to be legally bound, hereby agree as follows:

1. **Security Interest.** As collateral security for repayment of the Indebtedness evidenced by the Note, Borrower hereby pledges, assigns, transfers, sets over and delivers unto Lender and hereby grants Lender a valid security interest in the following assets of Borrower whether now or hereafter arising, whether now owned or hereafter acquired ("**Collateral**"):

(a) all present and future general intangibles and other personal property, and all registrations therefor (including but not limited to choses or things in action, goodwill, patents, patent applications, trade secrets, trade names, trademarks, service marks, copyrights, customer lists, infringement claims, computer programs, computer disks, computer tapes, literature, reports, deposit accounts, insurance premium rebates, tax refunds and tax refund claims) other than goods and accounts, and Borrower's Books relating to any of the foregoing (collectively, including without limitation the property described on Exhibit A, the "**General Intangibles**");

(b) all presently owned and hereafter acquired machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, vehicles (including motor vehicles), other than consumer goods or farm products, owned by Borrower or used in Borrower's business, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located, and any and all proceeds or products of any of the foregoing (collectively, "**Equipment**");

(c) all books and records owned or maintained by Borrower or concerning Borrower's business, including but not limited to the following: ledgers; records indicating, summarizing, or evidencing Borrower's assets or liabilities, or the Collateral; all information relating to Borrower's business operations or financial condition; and all computer programs, disk or tape files, printouts, funds or other computer prepared information; and the Equipment containing such information (collectively, "**Borrower's Books**"); and

(d) all substitutions, replacements, additions, accessions, proceeds, products to or of any of the foregoing, including, but not limited to, proceeds of insurance covering any of the foregoing, or any portion thereof; and any and all General Intangibles, negotiable instruments, Collateral, inventory, Equipment, money, deposits, accounts or other tangible or intangible property resulting from the sale or

other disposition of the General Intangibles, negotiable instruments or Collateral of Borrower or any portion thereof or interest therein and the proceeds thereof.

2. **Rights Upon Default.** Upon the occurrence of a default under the Note, at the option of Lender, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Delaware and any other right Lender may have at law or equity. Lender shall have the right to notify and direct the account debtors obligated on any or all of Borrower's accounts to make payments thereof directly to Lender and to take control of all proceeds of any such accounts. Borrower agrees to pay all expenses of retaking, holding, preparing for sale, and selling the Collateral, together with any court costs and Lender's reasonable attorney's fees; all such expenses, costs and fees shall be deemed part of the Indebtedness. The remedies provided Lender in this Agreement are not exclusive of any other remedies that may be available to Lender under any other document or at law or equity.

3. **Condition of Collateral.** Borrower will preserve the Collateral in good order and repair, reasonable wear and tear excepted, and Borrower will not waste or destroy the Collateral or any part thereof. Borrower will not knowingly use the Collateral in violation of any statute or ordinance.

4. **No Waiver.** No failure on the part of Lender to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Lender preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

5. **Termination.** This Agreement shall terminate on the date upon which the Note is fully satisfied, and Lender shall thereupon reassign and deliver to Borrower, or to such person or persons as Borrower shall designate, against receipt, such of the Collateral, if any, as shall not have been sold or otherwise applied by Lender pursuant to the terms hereof and shall still be held by it hereunder, together with appropriate instruments of reassignment and release.

6. **Further Assurances.** Borrower agrees that Lender may file financing statements and any other such document necessary to perfect Lender's secured interest in the Collateral. Borrower agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as Lender may at any time request in connection with the administration and enforcement of this Agreement or relative to the Collateral or any part thereof or in order better to assure and confirm unto Lender its rights and remedies hereunder. Borrower agrees that prior to registering any of the Collateral with the United States Copyright Office, it will notify and provide Lender all such registration information.

7. **Governing Law; Amendments.** This Agreement shall be governed in accordance with the laws of the State of Delaware, without reference to its conflict of laws principles. This Agreement may not be amended or modified, nor may any of the Collateral be released or the pledge or security interest created hereby extended, except by a writing signed by or on behalf of the parties hereto.


8. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

9. **Headings.** Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date set forth above.

BBX, Inc.

Granite Technologies, Inc.

By: 
Its: Asset


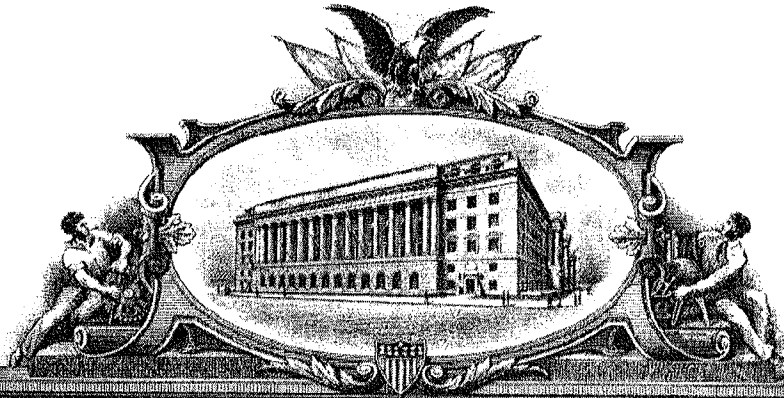
By: 
Its: President & CEO

Exhibit A

Patent Applications

- 1) 09/827,891 (U.S.)
- 2) 09/827,451 (U.S.)

A 7290846



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

**UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**

April 19, 2011

**THIS IS TO CERTIFY THAT ANNEXED IS A TRUE COPY FROM THE
RECORDS OF THIS OFFICE OF A DOCUMENT RECORDED ON
NOVEMBER 04, 2002.**

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

T. Wallace
T. WALLACE
Certifying Officer



PATENT