

PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. John E Lyons	05/09/2009
RECEIVING PARTY DATA	
Name:	Collateral Pool Licensing, Inc.
Street Address:	1905 Hamey St. 224
City:	Omaha
State/Country:	NEBRASKA
Postal Code:	68102
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11288557
Patent Number:	7778904
CORRESPONDENCE DATA	
Fax Number:	(402)342-9362
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(402) 342-6233
Email:	scott@hlbattorneys.com
Correspondent Name:	Scott Lautenbaugh, Atty
Address Line 1:	1905 Hamey St. #224
Address Line 4:	Omaha, NEBRASKA 68102
NAME OF SUBMITTER:	Scott Lautenbaugh
Total Attachments: 12 source=Scan995, June 22, 2011#page1.tif source=Scan995, June 22, 2011#page2.tif source=Scan995, June 22, 2011#page3.tif source=Scan995, June 22, 2011#page4.tif source=Scan995, June 22, 2011#page5.tif	

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PROMISSORY NOTE

\$58,836.25

May 20, 2009  
Omaha, Nebraska

For value received, the undersigned promises to pay to the order of The 9290 Partnership, a Nebraska General Partnership, the principal sum of not more than Fifty-Eight Thousand Eight Hundred Thirty-Six Dollars and 25/100 (\$58,836.25) with interest thereon at the rate of Seven Percent (7%) per annum from the date hereof and payable as follows:

One lump sum of principal and interest due nine months from the date above or if by June 23, 2009, the maker has ~~NOT~~ filed a response to the U.S. Patent Office to keep this patent active.

The undersigned hereof hereby waives presentment for payment, notice of nonpayment, protest and notice of protest and diligence in enforcing payment or bringing suit against any party hereto. The undersigned hereof hereby consents that the time of payment may be extended, whether or not longer than the original period, or this Note renewed from time to time without notice to it and without affecting its liability thereon.

In the event of default in the payment of any of the installments or interest as herein provided, time being of the essence hereof, or of any of the other reasons for acceleration, the holder of this Note may, upon the continuance of such default for seven (7) days, without notice or demand, declare the entire principal sum then unpaid, together with accrued interest thereon, immediately due and payable. When this Note is paid in full, the collateral taken as security heretofore shall be released.

This note is secured by an Assignment and Pledge Agreement and security interest in the following described property:

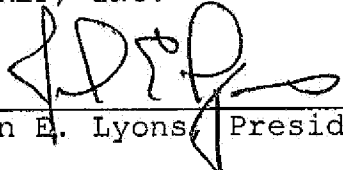
United States Patent No. 11/288,557.

This Note is not assignable by the Maker without the consent of the Holder.

Dated the day and year first above written.

  
\_\_\_\_\_  
John E. Lyons Individually

COMREP, INC.

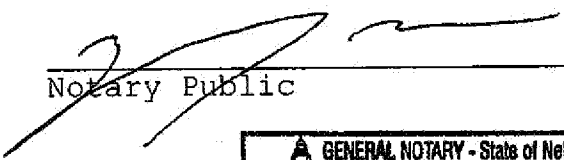
By:   
\_\_\_\_\_  
John E. Lyons, President

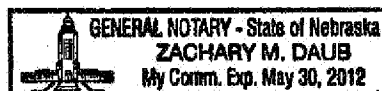
**PATENT**  
**REEL: 026485 FRAME: 0338**

STATE OF NEBRASKA     )  
                              )   ss.  
COUNTY OF DOUGLAS    )

On this 20<sup>th</sup> day of May, 2009, before me, a Notary Public qualified in and for said County, personally came to the above-named John E. Lyons, Individually and as President of Comrep, Inc., who is personally known to me to be the identical person whose name is affixed to the above instrument, and who acknowledged that the execution of said instrument was his voluntary act and deed.

WITNESS my hand and notarial seal on the day and year last above written.

  
\_\_\_\_\_  
Notary Public



RSD.4.N.NP

ASSIGNMENT AND PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT, dated ~~March~~ <sup>May</sup> 20, 2009 from John E. Lyons, (hereinafter referred to as "Pledgor") to The 9290 Partnership, a Nebraska General Partnership whose record office is 6016 Country Club Oaks Place, Omaha, Nebraska 68152 (the "Pledgee").

WITNESSETH:

WHEREAS: Comrep, Inc., and John E. Lyons, have executed a Promissory Note dated May 20, 2009, as the Pledgor, have executed and delivered to Pledgee the Promissory Note (the "Note"); and

WHEREAS: As an inducement to the Pledgee to extend the note payments and not declare default, Pledgor has agreed to execute this Agreement and to pledge the Pledged U.S. Patent, as defined in this Agreement, as security for the prompt satisfaction of all obligations of Pledgor under the note.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Pledgor hereby grants to Pledgee a security interest in the following described property of Pledgor (hereinafter called the "Pledged Patent Interest"):

United States Patent No. 11/288,557.

All certificates, options, rights, or other distributions issued as an addition to, in substitution or in exchange for, or on account of, any such interest, and all proceeds of all of the foregoing, now or hereafter owned or acquired by the Pledgor to secure payment to Pledgee of all the obligations of the Pledgor now or hereafter existing under the terms of the Note made and delivered by Pledgor to Pledgee, whether for principal, interest, fees, expenses or otherwise, and to secure performance by Pledgor of their obligations under the Note. All obligations of Pledgor secured hereby shall be referred to as the "Secured Obligation".

2. Pledgor represents and warrants that:

(a) It has all requisite power and authority to enter into this Agreement, to pledge the Pledged Patent Interest and to carry out the transactions contemplated by this Agreement;

(b) He is the legal and beneficial owner of all of the Pledged Patent Interest;

(c) All of the shares of the Pledged Patent Interest have been duly and validly issued, are fully

paid and nonassessable, and are owned by the Pledgor free of any pledge or security interest in such shares or Pledgor's proceeds thereof, except for that granted hereunder;

(d) Upon delivery of the Pledged Patent Interest to Pledgee this Agreement shall create a valid first lien upon and perfected security interest in the Pledged Patent Interest and the proceeds thereof, subject to no prior security interest, lien, charge or encumbrance, or agreement purporting to grant to any third party a security interest in the property or assets of Pledgor which would include the Pledged Patent Interest.

3. The Pledgor hereby agrees as follows:

(a) If Pledgor shall become entitled to receive or shall receive, in connection with any of the Pledged Patent Interest, any:

i) Certificate or Ownership;

ii) Option, warrant, or right, whether as an addition to or in substitution or in exchange for any of the Pledged Patent Interest, or otherwise;

Pledgor shall receive any of said items as the agent for Pledgee, in trust for Pledgee, and shall deliver them forthwith to Pledgee, in the exact form received by Pledgor with, as applicable, Pledgor's endorsement when necessary, or appropriate stock powers duly executed in blank, to be held by Pledgee, subject to the terms hereof, as part of the Pledged Patent Interest.

(b) Immediately and without further notice, upon the failure of Pledgor to perform any of the terms or obligations of the Note, or upon any of the situations referred to in the Note, or the failure of Pledgor to reduce the debt as set forth in the Note, whether or not the Pledged Patent Interest shall have been registered in the name of Pledgee or its nominee, Pledgee, shall have with respect to the Pledged Patent Interest, the right to exercise all ownership rights as to the Pledged Patent Interest, and as to all of the Pledged Patent Interest, the right to exercise all other rights and all conversion, exchange, subscription or other rights, privileges or options pertaining thereto as if Pledgee were the absolute owner thereof, including, without limitation, the right to exchange any or all of the Pledged Patent Interest upon the merger, consolidation, reorganization, recapitalization or other readjustment of

the owner of the Pledged Patent Interest, and, in connection therewith, to deliver any of the Pledged Patent Interest to any other party or other designated party upon such terms and conditions as Pledgee may determine, all without liability except to account for property actually received by Pledgee; but Pledgee shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

(c) Upon the failure of Pledgor to perform any of the terms or obligations of the Note, or upon any of the situations referred to in the Note, or the failure of Pledgor to reduce the debt as set forth in the Note, Pledgee may, without demand of performance or other demand, advertisement, or notice of any kind, to or upon Pledgor or any other persons (all of which are, to the extent permitted by law, hereby expressly waived), forthwith realize upon the Pledged Patent Interest or any part thereof, or interest therein, at any exchange, broker's board or at Pledgee's offices or elsewhere, at such prices and on such terms (including, but without limitation, the imposition of a requirement that any purchaser of all or any part of the Pledged Patent Interest purchase the partnership interest constituting the Pledged Patent Interest for investment and without any intention to make a distribution thereof) as Pledgee may deem best, for cash or on credit, or for future delivery without assumption of any credit risk, with the right of Pledgee or any purchaser to purchase upon any such sale the whole or any part of the Pledged Patent Interest free of any right or equity or redemption of Pledgor, which right or equity is hereby expressly waived and released. Any disposition made in accordance with the provisions of this paragraph shall be deemed to have been commercially reasonable.

(d) In addition to the foregoing, upon the failure of Pledgor to perform any of the terms or obligations of the Note or upon any of the situations referred to in the Note, or the failure of Pledgor to reduce the debt as set forth in the Note, Pledgee may, at its option and without demand or notice, exercise any of the rights and remedies granted hereby or under any instrument evidencing or relating to any of the secured obligation and all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law. If Pledgee disposes of any of the Pledged Patent Interest, the proceeds of such disposition shall be applied as set forth in Article 9 of the Uniform Commercial Code of Nebraska. Pledgor specifically grants Pledgee the right

to apply such proceeds to reasonable attorneys' fees and legal expenses incurred by Pledgee in connection with the collection of the secured obligation, or the protection of Pledgee's position.

(e) Pledgor hereby covenants and agrees that until the secured obligation has been satisfied in full, he will not:

i) Sell, convey, or otherwise dispose of any of the Pledged Patent Interest or any interest therein or create, incur, or permit to exist any pledge, mortgage, lien, charge, encumbrance or any security interest whatsoever in or with respect to any of the Pledged Patent Interest or the proceeds thereof, other than that created hereby; or

ii) However, if Pledgor shall sell or receive proceeds from the limited partnership interest, then all the proceeds payable to the Pledgee shall be assigned and escrowed as provided in the Note; or

iii) Consent to or approve the issuance of any additional interest of the patent; or exchangeable for, any such interest; or any warrants, options, rights, or other commitments entitling any person to purchase or otherwise acquire any such interest.

(f) Pledgor hereby assigns, sets over, conveys, and transfers any right, title, interest, or claim they have in the proceeds from the patent interest to the Pledgee under the terms and conditions of the Note of this Agreement. This consent may not be revoked or altered without the written consent of the parties hereto.

(g) Pledgor warrants and agrees that it will prosecute and file such documents and arguments as to keep the patent current and issued by the U.S. Patent Office.

(h) If Pledgee shall elect to exercise Pledgee's rights to sell or otherwise dispose of all or any part of the Pledged Patent Interest, and if, in the opinion of counsel for Pledgee, it is necessary to have the Pledged Patent Interest, or that portion thereof to be sold, Pledgor will use their best effort to cause:



i) Itself or Comrep, Inc., agrees to take all action necessary to register and have issued the Pledged Patent Interest;

(i) No failure of Pledgee to preserve the patent status, or to do any act with respect to the protection or preservation of the Pledged Patent Interest of Pledgor shall be deemed a failure to exercise reasonable care in the custody or preservation of the Pledged Patent Interest. Beyond the exercise of reasonable care to assure the patent shall be prosecuted with the U.S. Patent Office while held hereunder, Pledgee shall have no duty or liability to preserve rights pertaining thereto with third parties and shall be relieved of all responsibility thereto for the Pledged Patent Interest upon surrendering it or tendering surrender of it to Pledgor.

(j) Pledgor, by entering into this Pledge Agreement and negotiating the terms hereof, hereby waive any rights it may have to demand any notices other than those provided for herein and any right to a hearing as a condition precedent to the exercise by Pledgee of the rights granted to Pledgee herein.

(k) If any notification of intended disposition of any of the Pledged Patent Interest is required by law, such notification shall be deemed reasonably and properly given upon deposit with the United States Postal Service at least ten (10) days before such disposition, postage prepaid, addressed to Pledgor at the address set forth above. Such deposit may be established by affidavit of Pledgee, receipts or other reasonable method.

(l) No delay or failure by Pledgee in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by Pledgee of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

(m) This Pledge Agreement and the rights and obligations of the parties hereunder shall be construed and governed by the laws of the State of Nebraska.

4. It is understood and agreed that this Agreement may be executed in several counterparts, each of which shall, for all purposes be deemed an original, and all of such counterparts taken together shall constitute one and the same Agreement, even though all of the parties hereto may not have executed the same counterpart of this Agreement.

Executed and delivered this 20/09 day of May, 2009.

[Signature]  
John E. Lyons

THE 9290 PARTNERSHIP, Pledgee

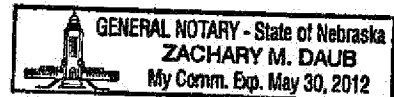
By: \_\_\_\_\_  
D. Gary Kathol, General Partner

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Subscribed and sworn to before me this 20<sup>th</sup> day of May,  
2009 by John E. Lyons.

[Signature]  
Notary Public

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )



Subscribed and sworn to before me this \_\_\_\_ day of May,  
2009 by D. Gary Kathol, General Partner of The 9290  
Partnership.

\_\_\_\_\_  
Notary Public

RSD.4.A.NP

ASSIGNMENT OF PROMISSORY NOTE  
AND ASSIGNMENT AND PLEDGE AGREEMENT

THIS ASSIGNMENT is entered into by and among THE 9290 PARTNERSHIP, herein called "Assignor", and MATT L. BUTLER, herein called "Assignee".

WHEREAS, Assignor is the Holder of that certain Promissory Note and Assignment and Pledge Agreement dated May 20, 2009, in the face amount of \$58,836.25, wherein JOHN E. LYONS and COMREP, INC., are the Promissor therein; and

WHEREAS, Assignor wishes to transfer and assign its interest in said Promissory Note and Assignment and Pledge Agreement to the Assignee for valuable consideration, and

WHEREAS, the Promissor of said Promissory Note has consented to this Assignment by virtue of their execution of this Agreement.

NOW THEREFORE, in and for consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby agree as follows:

1. The Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in that certain Promissory Note, in the face amount of \$58,838.25, Assignment and Pledge Agreement, which Promissory Note is dated the 20<sup>th</sup> day of May, 2009, and wherein JOHN E. LYONS and COMREP, INC. is the Promissor and the Assignor is shown thereon as the Payee.

2. Assignor makes no representation as to the quality or validity of the Note collateral or its patent.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of February, 2011.

THE 9290 PARTNERSHIP, Assignor

By: \_\_\_\_\_  
Gary Kathol, General Partner

\_\_\_\_\_  
MATT L. BUTLER, Assignee

STATE OF NEBRASKA     )  
                              ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of February, 2011, by GARY KATHOL, General Partner of THE 9290  
PARTNERSHIP, as Assignee.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
                              ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of February, 2011, by MATT L. BUTLER, as Assignee.

\_\_\_\_\_  
Notary Public

RSD.4.A.GK

ASSIGNMENT OF PROMISSORY NOTE  
AND ASSIGNMENT AND PLEDGE AGREEMENT

THIS ASSIGNMENT is entered into by and among COLLATERAL POOL LICENSING, INC., herein called "Assignee", and MATT L. BUTLER, herein called "Assignor".

WHEREAS, Assignor is the Holder of that certain Promissory Note and Assignment and Pledge Agreement dated May 20, 2009, in the face amount of \$58,836.25, wherein JOHN E. LYONS and COMREP, INC., are the Promissor therein; and


WHEREAS, Assignor wishes to transfer and assign its interest in said Promissory Note and Assignment and Pledge Agreement to the Assignee for valuable consideration, and

WHEREAS, the holder of said Promissory Note has consented to this Assignment by virtue of their execution of this Agreement.

NOW THEREFORE, in and for consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties do hereby agree as follows:

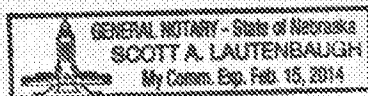
1. The Assignor hereby assigns and transfers to Assignee all of its right, title, and interest in that certain Promissory Note, in the face amount of \$58,838.25, and the Assignment and Pledge Agreement therewith, which Promissory Note is dated the 20th day of May, 2009, and wherein JOHN E. LYONS and COMREP, INC. is the Promissor.

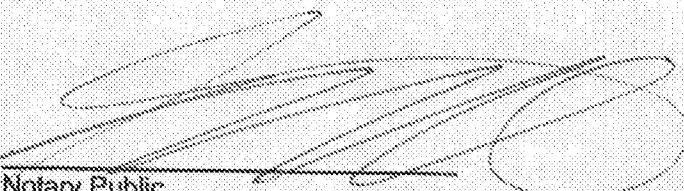
IN WITNESS WHEREOF, the parties hereto have set their hands  
This 7th day of June, 2011.

  
\_\_\_\_\_  
MATT BUTLER, Assignor

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 7th  
day of June, 2011, by MATT L. BUTLER, as Assignor..



  
\_\_\_\_\_  
Notary Public

PATENT