

TO: KLEINBANK COMPANY: SUITE 200

08/26/2011 11:59:33 AM PAGE 3/008 Fax Server

08/19/2011 14:06 4750

KLEIN FINANCIAL INC

PAGE 01/07

08/19/2011
700469836Form PTO-1495 (Rev. 03-11)
OMB No. 0651-0027 (exp. 02/28/2012)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)Remote Technologies Incorporated
5775 12th Avenue East, Suite 180
Shakopee, MN 55379**2. Name and address of receiving party(ies)**

Name: KleinBank _____

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s): July 8, 2011

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

Street Address: 1550 Audubon Road _____

City: Chaska _____

State: MN _____

Country: USA Zip 55318 _____

Additional name(s) & address(es) attached? Yes No**4. Application or patent number(s):**

A. Patent Application No.(s)

291367193
131034401
13115363 This document is being filed together with a new application.

B. Patent No.(s)

D631469
0691871
0619996Additional numbers attached? Yes No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: KleinBank _____

Internal Address: Suite 200 _____

Street Address: 1550 Audubon Road _____

City: Chaska _____

State: MN Zip 55318 _____

Phone Number: (651) 448-9285 _____

Fax Number: (651) 448-7788 _____

Email Address: jilindsey@kleinbank.com _____

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 1.21(h) & 3.41) \$240.00

Now \$100.00

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

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:*Jill M. Lindsey*

Signature

August 19, 2011

Date

Jill M. Lindsey
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (311) 272-6140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TOP S120.00 D631469

OP \$240.00 2936719

PATENT

REEL: 026818 FRAME: 0037

700470243

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is July 8, 2011. The parties and their addresses are:

SECURED PARTY:

KLEINBANK
1680 Audubon Road
Chaska, MN 55310

DEBTOR:

REMOTE TECHNOLOGIES INCORPORATED
a Minnesota Corporation
6775 12TH AVE EAST SUITE 100
SHAKOPEE, MN 55379

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. **Specific Debt.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 8313685, dated July 8, 2011, from me to you, in the amount of \$2,000,000.00.

R. **All Debts.** All present and future debts from me to you, even if this Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Agreement, each agrees that it will secure future loans or advances. Any such commitment must be in writing.

This Agreement will not secure any debt for which you fail to give any required notice of the right of rescission. This Agreement will not secure any debt for which a non-possession, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Agreement will not secure any other debt if, with respect to such other debt, you fail to fulfill any necessary requirements or limitations of Sections 10(e), 32 or 35 of Regulation Z or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

C. **Sums Advanced.** All sums advanced and expended incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accretions to the Property). Property is all Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

3. PROPERTY DESCRIPTION. The Property is described as follows:

A. **Inventory.** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

B. **Accounts and Other Rights to Payment.** All rights I have now or in the future to payments including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned, whether or not I have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which I may have by law or agreement against any Account Debtor or obligor or mine.

C. **General Intangibles.** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

D. **Equipment.** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the Property, but such a list is not necessary for a valid security interest in my equipment.

E. **Specific Property.** SEE ATTACHED PATENT STATUS REPORT DATED JUNE 20, 2011 AND TRADEMARK STATUS REPORT DATED JUNE 30, 2011.

4. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

A. **Power.** I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. **Authority.** The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. **Name and Location.** My name indicated in the DATE AND PARTIES section is my exact legal name. I am not registered under state law and have more than one place of business. My chief executive offices are located in District of Columbia. I will provide verification of registration and location upon your request, I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

D. **Business Name.** Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing name, trade names and franchises.

E. **Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

5. DUTIES TOWARD PROPERTY.

A. **Protection of Secured Party's Interest.** I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine them and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. **Use, Location, and Protection of the Property.** I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, my name or identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of those taxes and assessments upon request.

C. **Selling, Lending or Encumbering the Property.** I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission, except for inventory sold in the ordinary course of business at fair market value, or at a minimum price established between you and me. If I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business. Any disposition of the Property by buyer or transferee, I will not permit the Property to be the subject of any court order affecting my rights to the Property in any action by anyone other than you. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

D. **Additional Duties Specific to Accounts.** I will not write any Account for less than its full value without your written permission. Until you tell me otherwise, I will collect all Accounts in the ordinary course of business. I will not dispose of the Accounts by assignment without your prior written consent. I will keep

the proceeds from all the Accounts and any goods which are returned to me or which I take back. I will not commingle them with any of my other property. I will deliver the Accounts to you at your request. If you ask me to pay you the full price on any returned items or items retaken by me, I will do so. I will make no material change in the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.

8. INSURANCE. I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Agreement. I may change the insurance company, subject to your approval, which will not be unreasonably withheld.

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts.

I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverage not originally acknowledged and agree that you or one of your affiliates may receive commissions on the purchase of this insurance. I

7. COLLECTION RIGHTS OF THE SECURED PARTY. Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the obligations of an Account Debtor, exercising any of my rights with respect to the Account Debtors' obligations to make payment or otherwise render performance to me, including the enforcement of any security interest that secures such obligations. You may apply proceeds received from the Account Debtors to the Secured Debts or you may release such proceeds to me.

I specifically and irrevocably authorize you to exercise any of the following powers at my expense, without limitation, until the Secured Debts are paid in full:

- A. demand payment and enforce collection from any Account Debtor or Obligor by suit or otherwise.
- B. enforce any security interest, lien or encumbrance given to secure the payment or performance of any Account Debtor or any obligation constituting Property.
- C. file proofs of claim or similar documents in the event of bankruptcy, insolvency or death of any person obligated as an Account Debtor.
- D. compromise, release, extend, or exchange any indebtedness of an Account Debtor.
- E. take control of any proceeds of the Account Debtors' obligations and any returned or repossessed goods.
- F. endorse all payments by any Account Debtor which may come into your possession or payable to me.
- G. deal in all respects as the holder and owner of the Account Debtors' obligations.

8. AUTHORITY TO PERFORM. I authorize you to do anything you deem reasonably necessary to protect the Property, and perfect and continue your security interest in the Property. If I fail to perform any of my duties under this Agreement or any other Loan Document, you are authorized to perform the duties or cause them to be performed.

These authorizations include, but are not limited to, permission to:

- A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Property.
- B. pay any rents or other charges under any lease affecting the Property.
- C. order and pay for the repair, maintenance and preservation of the Property.
- D. file any financing statements on my behalf and pay for filing and recording same pertaining to the Property.
- E. place a note on any chattel paper indicating your interest in the Property.
- F. take any action you feel necessary to realize on the Property, including performing any part of a contract or endorsing it in my name.
- G. handle any suits or other proceedings involving the Property in my name.
- H. prepare, file, and sign my name to any necessary reports or accountings.
- I. make an entry on my books and records showing the existence of this Agreement.
- J. notify any Account Debtor of your interest in the Property and tell the Account Debtor to make payments to you or someone else your name.

If you perform for me, you will use reasonable care. If you exercise this care and follow the procedures that you generally apply to the collection of obligations owed to you, you will be deemed to be using reasonable care. Reasonable care will not include: any steps necessary to preserve rights against prior parties; the duty to inform others of your rights under this Agreement; or the duty to protect, preserve or maintain any security you hold under this Agreement. Your authorization to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Agreement. All cash and non-cash proceeds of the Property may be applied by you only upon your actual receipt of such proceeds against such of the Secured Debts, matured or unmatured, as you determine in your sole discretion.

If you come into actual or constructive possession of the Property, you will preserve and protect the Property. For purposes of this paragraph, you will be in actual possession of the Property only when you have physical, immediate and exclusive control over the Property and you have affirmatively accepted that control. You will be in constructive possession of the Property only when you have both the power and the intent to exercise control over the Property.

9. DEFAULT. I will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

- A. Payments. I fail to make a payment in full when due.
- B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against me, Obligor, or any co-signer, surety or guarantor of this Agreement or any other obligations Obligor has with you.
- C. Business Termination. I merge, dissolve, reorganize, or my business ceases, or a partner or majority owner dies or is declared legally incompetent.
- D. Failure to Perform. I fail to perform any condition or to keep any promise or covenant of this Agreement.
- E. Other Documents. A default occurs under the terms of any other Loan Document.
- F. Other Agreements. I am in default on any other debt or agreement I have with you.
- G. Misrepresentation. I make any verbal or written statement or provide any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. I fail to satisfy or appeal any judgment against me.
- I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. I change my name or assume an additional name without notifying you before making such a change.
- K. Property Transfer. I transfer all or a substantial part of my money or property.
- L. Property Value. You determine in good faith that the value of the Property has declined or is impaired.
- M. Material Change. Without first notifying you, there is a material change in my business, including ownership, management, and financial conditions.
- N. Insolvency. You determine in good faith that a material adverse change has occurred in my financial condition from the conditions set forth in my most recent financial statements before the date of this Agreement or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

10. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Agreement to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.R.R. 501), as applicable. However, if I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business.

11. REMEDIES. After I default, you may at your option do any one or more of the following.

- A. Acceleration. You may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
- B. Sales. You may use any and all remedies you have under state or federal law or in any Loan Document.
- C. Insurance Benefits. You may make a claim for any and all insurance benefits or refunds that may be available on my default.
- D. Payments Made On My Behalf. Amounts advanced on my behalf will be immediately due and may be added to the Secured Debts.
- E. Assembly of Property. You may require me to gather the Property and make it available to you in a reasonable fashion.
- F. Repossession. You may repossess the Property as long as the repossession does not involve a breach of the peace. You may sell, lease or otherwise dispose of the Property as provided by law. You may apply what you receive from the disposition of the Property to your expenses, your attorneys' fees and legal expenses (where not prohibited by law), and any debt I owe you. If what you receive from the disposition of the Property does not satisfy the debt, I will be liable for the deficiency (where permitted by law). In some cases, you may keep the Property to satisfy the debt.

When a notice is required, I agree that ten days prior written notice sent by first class mail to my address listed in this Agreement will be sufficient notice to me under the Minnesota Uniform Commercial Code. If the Property is perishable or threatens to decline rapidly in value, you may, without notice to me, dispose of any or all of the Property in a commercially reasonable manner at my expense following any commercially reasonable preparation or processing.

If any items not otherwise subject to this Agreement are contained in the Property when you take possession, you may hold those items for me at my risk and you will not be liable for taking possession of them.

G. Use and Operation. You may enter upon my premises and take possession of all or any part of my property for the purpose of preserving the Property or its value, so long as you do not breach the peace. You may use and operate my property for the length of time you feel is necessary to protect your interest, all without payment or compensation to me.

H. Waiver. By choosing any one or more of these remedies you do not give up your right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

12. WAIVER OF CLAIMS. I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith.

13. PERFECTION OF SECURITY INTEREST AND COSTS. I authorize you to file a financing statement and/or security agreement, as appropriate, covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining perfection or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code. I agree to pay all taxes, fees and costs you pay or incur in connection with preparing, filing or recording any financing statements or other security interest filings on the Property. I agree to pay all actual costs of terminating your security interest.

14. APPLICABLE LAW. This Agreement is governed by the laws of Minnesota, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Minnesota, unless otherwise required by law.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor, You may sue each Debtor individually or together with any other Debtor. You may release any part of the Property and I will still be obligated under this Agreement or any evidence of debt without Debtor's consent. Such a change will not release Debtor from the terms of this Agreement. If you assign any of the Secured Debts, you may assign all or any part of this Agreement without notice to me or my agent, and this Agreement will inure to the benefit of your assignee. This Agreement shall inure to the benefit of and be enforceable by you and your successors and assigns and any other person to whom you may grant an interest in the Secured Debts and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by you and me. This Agreement and the other Loan Documents are the complete and final expression of the understanding between you and me. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

18. NOTICE AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the notice to all Debtors. I will inform you in writing of any change in my name, address or other application information. I will provide you any other, correct and complete information you request to effectively grant a security interest on the Property. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Agreement and to confirm your lien status on any Property. Time is of the essence.

SIGNATURES. By signing, I agree to the terms contained in this Agreement. I also acknowledge receipt of a copy of this Agreement.

DEBTOR:


 REMOTE TECHNOLOGIES INCORPORATED
 JOHN M. DEMSKIE, PRESIDENT

REMOTE TECHNOLOGIES, INC
Patient Status Report

Doctet	Patent Number	Application Number	Application Date	Patent Date	Type Of Patent	Country	Title	Inventor	Current Patent Owner	Patient Status
32633.00010	D631469	29/3555280	2/10/2010	12/27/2011	Design	US	REMOTE CONTROL AND DISPLAY DEVICE	John Michael Denskie;Stefan Reiley Freeman;Bruce William Gaunt;Timothy James Morton	Remote Technologies, Inc.	Granted
32633.00011	D631871	29/367186	8/4/2010	2/17/2011	Design	US	REMOTE CONTROL	John Michael Denskie;Stefan Reiley Freeman;Bruce William Gaunt;Timothy James Morton	Remote Technologies, Inc.	Granted
32633.00012		29/367193	8/4/2010		Design	US	AUTOMATED SYSTEM CONTROLLER	John Michael Denskie;Stefan Reiley Freeman;Bruce William Gaunt;Timothy James Morton	Remote Technologies, Inc.	Pending; issue fee paid June 28, 2011
32633.00013	D619996	29/3555581	2/10/2010	7/20/2010	Design	US	REMOTE CONTROL DOCKING CRADLE	John Michael Denskie;Stefan Reiley Freeman;Bruce William Gaunt;Timothy James Morton	Remote Technologies, Inc.	Granted
32633.00020		13/034401	2/24/2011		Non-Provisional Utility	US	FLEXIBLE AND CONVENIENT IR Emitter Device	John Demskie	Remote Technologies, Inc.	Pending
32633.00022		13/115363	5/25/2011		Non-Provisional Utility		COMPANION CONTROL INTERFACE FOR SMART DEVICES	John Demskie	Remote Technologies, Inc.	Pending

REEL: 06331 FRAME: 0041
PATTENT
REF ID: A61267

REMOTE TECHNOLOGIES, INC.
Trademark Status Report

Docket	Registration Number	Application Serial Number	App File Date	Reg Date	Country	Mark	Status
32633.00001	3578228	77402619	2/21/2008	2/17/2009	US	INTEGRATION DESIGNER	Registered; Section 8 & 15 Declaration due between 02/17/2014 and 02/17/2015
32633.00002	3098895	78337437	12/6/2003	5/30/2006	US	ITS UNDER CONTROL	Registered; Section 8 & 15 Declaration due between 05/30/2011 and 05/30/2012
32633.00004	3764908	77637804	12/22/2008	3/23/2010	US	COOL POWER	Registered; Section 8 & 15 Declaration due between 03/23/2015 and 03/23/2016
32633.00015		77930634	2/8/2010	US	GET MORE CONTROL		Allowed; Statement of Use or Extension due 12/21/2011
32633.00017		85/044618	5/21/2010	US	VIRSA		Pending; Published 05/17/2011
32633.00018		85/044681	5/21/2010	US	PRO CONTROL		Pending; 90 Day Request for Extension by ABB unit 08/31/2011
32633.00019		85/044719	5/21/2010	US	PRO (+DESIGN)		Pending; Statement of Use or Extension due 12/28/2011
32633.00021		85/227363	1/27/2011	US	SURFR		Pending; Response due to Office Action 10/26/2011

TO: KLEINBANK COMPANY: SUITE 200

**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 26, 2011

PTAS

KLEINBANK
SUITE 200
1550 AUBUDON ROAD
CHASKA, MN 55318

700469836

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700469836

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350.

1. THE PROPERTY NUMBER PROVIDED CAN NOT BE LOCATED IN THE PATENT AND TRADEMARK RECORDS.

JOANN STEWART-WOOD, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

*Note: We are now authorizing the
balance of \$120.00 to be paid.*