

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 03/31/2012)

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

RECORDATION 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)

Namesforlife, LLC
325 Grand River Ave
East Lansing, MI 48823

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 12, 2011

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

2. Name and address of receiving party(ies)

Name: George Garrity

Internal Address: _____

Street Address: 4233 Jacob Meadows Drive

City: Okemos

State: Michigan

Country: United States Zip: 48864

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

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

US Application 12685964 (Pub. No. 201001988) - "Systems and Methods for Automatically Identifying and Linking Names in Digital Resources"

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Kendra Law Firm

Internal Address: Attn: Gary A. Kendra

Street Address: 143 Cady Centre #319

City: Northville

State: Michigan Zip: 48167

Phone Number: 248-596-1879

Fax Number: 248-679-5295

Email Address: garv@kendralaw.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

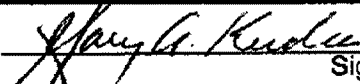
- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

Gary A. Kendra

Name of Person Signing

9/30/2011

Date

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

Attachment to Recordation Forms Cover Sheet

Addition to Item 4.

Patent Application No. PCT/US2010/020734 entitled "Systems and Methods for Automatically Linking Names in Digital Resources"

10/05/2011



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)Namesforlife, LLC
325 Grand River Ave
East Lansing, MI 48823Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) August 12, 2011

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

2. Name and address of receiving party(ies)Name: George Garrity

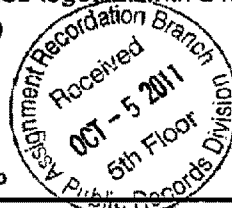
Internal Address: _____

Street Address: 4233 Jacob Meadows DriveCity: OkemosState: MichiganCountry: United States Zip: 48864Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

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B. Patent No. (s)

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Kendra Law FirmInternal Address: Attn: Gary A. KendraStreet Address: 143 Cady Centre #319City: NorthvilleState: Michigan Zip: 48167Phone Number: 248-596-1879Fax Number: 248-679-5295Email Address: gary@kendralaw.com**6. Total number of applications and patents involved: 2****7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00**

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

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Deposit Account Number

10/05/2011 AMULLINS 00000009 12685964

Authorized User Name

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9. Signature:

Signature

9/30/2011

Date

Gary A. Kendra

Name of Person Signing

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

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is entered into effective as of August 12, 2011 by and between Namesforlife, LLC, a Michigan limited liability company whose address is 325 Grand River Avenue, E. Lansing, MI 48823 ("Debtor") and George Garrity, a Michigan resident whose address is 4237 Kuchel Street ("Secured Party").

REMOVED, MI 48804

RECITALS:

A. Debtor issued a secured promissory note in favor of Secured Party in the original principal amount of \$10,000 (the "Note").

B. Debtor has agreed to secure the payment and performance of its obligations to Secured Party under the Note, including, without limitation, all renewals or extensions thereof, and all obligations under this Agreement (collectively, the "Obligations") by granting Secured Party a security interest in the Collateral (as defined below).

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of Security Interest. To secure payment of the Obligations, Debtor hereby grants to Secured Party a continuing security interest in and to all of Debtor's tangible and intangible personal property, assets and rights of any kind or nature, whether now owned or hereafter acquired, including, without limitation, all goods, documents, inventory, work in process, instruments, equipment, furniture, machinery, fixtures, trade fixtures, contract rights, chattel paper, accounts, accounts receivable, documents, licenses, deposit accounts, investment property, letters of credit rights and letters of credit, motor vehicles, software, intellectual property, patents and patent applications (including specifically PCT Patent Application No. PCT/US2010/020734 entitled "Systems and Methods for Automatically Identifying and Linking Names in Digital Resources" and any patents that may issue thereon) general intangibles, together with the proceeds from the sale or other disposition thereof and the products thereof (collectively, the "Collateral").

2. Authorization to File Financing Statements. By execution or authentication of this Agreement, Debtor acknowledges that Secured Party is irrevocably authorized to file financing statements (and amendments thereto) with respect to the Collateral in all jurisdictions that Secured Party deems appropriate or necessary, including the U.S. Patent and Trademark Office and foreign patent authorities. Debtor also authorizes Secured Party to file as to any Collateral regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the applicable jurisdiction.

3. Covenants Concerning Debtor's Legal Status. Debtor covenants with Secured Party as follows: (a) without providing at least 30 days prior written notice to Secured Party, Debtor will not change its legal name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number and (b) without providing at least 30 days prior written notice to Secured Party, Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

4. Covenants Concerning Collateral, Etc. Debtor further covenants with Secured Party as follows: (a) the Collateral will be kept at its current location(s) and Debtor will not remove the Collateral from such location(s), without providing at least 30 days prior written notice to Secured Party; (b) except for the security interest herein granted, Debtor shall have maintain the Collateral free from any right or claim of any other person, lien, security interest or other encumbrance, and Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to Secured Party; (c) except for the security interests granted hereby, Debtor shall not pledge, mortgage or encumber the Collateral without the prior written consent of Secured Party; (d) Debtor will permit Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located; and (e) Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except in the ordinary course of business without the prior consent of Secured Party.

5. Insurance. Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to Secured Party. Debtor shall furnish Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provision. Secured Party shall be listed as additional insured and loss payee on such policies.

6. Collateral Protection Expenses. In Secured Party's discretion, if Debtor fails to do so, Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. Debtor agrees to reimburse Secured Party on demand for all reasonable expenditures so made. Secured Party shall have no obligation to Debtor to make any such expenditures, nor shall the making thereof be construed as the waiver or cure of any Default or Event of Default.

7. Secured Party's Obligations and Duties. Anything herein to the contrary notwithstanding, Debtor shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by Debtor thereunder. Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by Secured Party of any payment relating to any of the Collateral, nor shall Secured Party be obligated in

any manner to perform any of the obligations of Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to Secured Party or to which Secured Party may be entitled at any time or times. Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under §9-207 of the Uniform Commercial Code or otherwise, shall be to deal with such Collateral in the same manner as Secured Party deals with similar property for its own account.

8. Notification to Account Debtors and Other Persons Obligated on Collateral. If an Event of Default shall have occurred and be continuing, Debtor shall, at the request and option of Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to Secured Party and Secured Party may itself, if an Event of Default shall have occurred and be continuing, without notice to or demand upon Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by Debtor as trustee for Secured Party without commingling the same with other funds of Debtor and shall turn the same over to Secured Party in the identical form received, together with any necessary endorsements or assignments. Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by Secured Party to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

9. Event of Default. A default under this Agreement shall be deemed to exist upon the occurrence of any of the following (an "Event of Default"):

(a) Default Under Note. Debtor fails to pay any amount when due or otherwise is in default under the Note; or

(b) Misrepresentation By Debtor. Any representation or warranty by Debtor hereunder, shall be inaccurate or incomplete in any material respect; or

(c) Breach of Covenant. The material non-compliance or nonperformance of any of Debtor's covenants or agreements under the Note or this Agreement, which non-compliance or nonperformance continues for more than ten (10) after Debtor's receipt of notice thereof.

10. Remedies. If any Event of Default occurs or after demand is made by Secured Party, Secured Party has the right, at its option at any time and from time to time,

Without notice to creditor to exercise the following rights and remedies, which may be exercised simultaneously:

- a. Secured Party shall have full power and right to exercise any and all rights and remedies available at law (including, without limitation, those afforded by the UCC) or in equity to collect, enforce, or satisfy any of the Obligations and exercise any or all of the rights and remedies with respect to the Collateral, including, without limitation, those provided in this Agreement.
- b. Secured Party may enter any premises where the Collateral is located and take possession of the Collateral or remove the Collateral from such premises. On Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party at such place or places as Secured Party may reasonably require, all at Debtor's expense.
- c. Secured Party may attach, execute, or levy on any of the Collateral.
- d. With respect to the certificated securities, Secured Party may register or transfer into its own name, or into the name of its nominee, all or any part of the Collateral.
- e. Secured Party may retain, take control of, or manage all or any part of the Collateral.
- f. Secured Party shall have the right to sell, transfer, or otherwise dispose of all or any of the Collateral at any time or from time to time. Secured Party shall give Debtor commercially reasonable prior notice of either the date after which any intended private sale is to be made or the time and place of any intended public sale, provided that Secured Party need give no such notice in the case of Collateral that Secured Party determines to be declining speedily in value or that is customarily sold on a recognized market. Debtor waives advertisement of any such sale and (except only to the extent notice is specifically required by the preceding sentence) waives notice of any kind with respect to such sale. Secured Party shall have the right to conduct such sales on Debtor's premises, without charge therefor, and such sales may be adjourned from time to time in accordance with applicable law without further requirement of notice to Debtor. At any public sale Secured Party may purchase the Collateral or any part thereof free from any right of redemption, which right Debtor waives. After deducting all expenses and attorney fees incurred in assembling, taking, repairing, storing, and selling and delivering the Collateral or any part thereof, Secured Party may apply the net proceeds of the sale to the Obligations with such allocation as to item and maturity as Secured Party in its sole discretion deems advisable, and shall refund the surplus, if any, to Debtor, who shall be liable for any deficiency. Secured Party may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral and may specifically disclaim any warranties of title or the

the way or all of which will not be considered adversely to affect the commercial reasonableness of any sale or other disposition of the Collateral. Debtor permits Secured Party to disclaim all representations and warranties provided under the UCC in any foreclosure sale contracts.

11. No Waiver by Secured Party, etc. Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Secured Party deems expedient.

12. Suretyship Waivers by Debtor. Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 7. The Debtor further waives any and all other suretyship defenses.

13. Termination. Upon the payment in full of the Obligations, Secured Party shall promptly file any and all documents necessary to terminate its security interests in the Collateral and this Agreement shall be null and void and of no further force or effect.

14. Miscellaneous. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of, and be enforceable by, the Secured Party and its successors and assigns, and shall be governed by, and construed and enforced in accordance with, the internal laws in effect in the State of Michigan, and none of the terms or provisions of this Agreement may be waived, altered, modified or amended except in writing duly signed for and on behalf of the Secured Party and the Debtor.

15. Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

16. Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified in this Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile.

17. Expenses. Debtor agrees to reimburse the Secured Party for all of its expenses incurred in connection with the enforcement of this Agreement, including, without limitation reasonable attorneys' fees and expenses, and all costs and expenses incurred by the Secured Party (including, without limitation, attorneys' fees and disbursements) to: (a) commence, defend or intervene in any court proceeding; (b) file a petition, complaint, answer, motion or other pleading, or to take any other action in or with respect to any suit or proceeding (bankruptcy or otherwise) relating to the Collateral or this Agreement; (c) protect, collect, lease, sell, take possession of, or liquidate any of the Collateral; and (d) attempt to enforce any security interest in any of the Collateral or to seek any advice with respect to such enforcement. All such fees, costs and expenses provided for in this Section 17 shall be included as Obligations. Debtor's obligations under this Section 17 shall survive the termination of this Agreement and the repayment of the Obligations.

18. Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

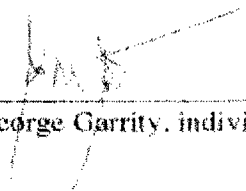
IN WITNESS WHEREOF, Debtor has executed this Agreement as of the date first above written.

Namesforlife, LLC

By: 

George Garrity, Manager

"Debtor"


George Garrity, individually

"Secured Party"