

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
CyberTap, LLC	01/01/2012
RECEIVING PARTY DATA	
Name:	Dejavu Technologies
Street Address:	50 D'Angelo Drive
City:	Marlborough
State/Country:	MASSACHUSETTS
Postal Code:	01752
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7653006
Application Number:	12778101
CORRESPONDENCE DATA	
Fax Number:	(617)367-2315
Phone:	6179736100
Email:	jlynch@pbl.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Gary W. Smith
Address Line 1:	800 Boylston Street
Address Line 2:	Posternak Blankstein Lund LLP
Address Line 4:	Boston, MASSACHUSETTS 02199
ATTORNEY DOCKET NUMBER:	14760.3
NAME OF SUBMITTER:	Jennifer Lynch for Gary W. Smith
Total Attachments: 4 source=14760-32012-01-10 12-11-24#page1.tif source=14760-32012-01-10 12-11-24#page2.tif source=14760-32012-01-10 12-11-24#page3.tif source=14760-32012-01-10 12-11-24#page4.tif	

OP \$80.00 7653006

NOTICE OF SECURITY INTEREST IN PATENTS

WHEREAS, CyberTap, LLC, a Delaware limited liability company with its principal executive offices at 4B Inverness Court East, Suite 205, Englewood, CO 80112 (the "Company"), has issued a Non-Negotiable Promissory Note & Security Agreement to Dejavu Technologies, Inc., a Massachusetts corporation ("Dejavu"), dated as of January 1st, 2012 (the "Promissory Note");

WHEREAS, the Company is the owner and user of each of the patents listed on Schedule I hereto (the "Patents");

WHEREAS, among the security interests granted by the Company to Dejavu pursuant to the Promissory Note is a security interest in each of the Patents, together with the goodwill of the business associated with and symbolized by the Patents; and

WHEREAS, the Company and Dejavu contemplate and intend that, if an Event of Default (as defined in the Promissory Note) shall occur and if the security interest in the Patents is then still in existence pursuant to the terms of the Promissory Note, and subject to any subordination agreements to which the Promissory Note may be subject, Dejavu shall have all rights of the Company in and to each of the Patents and the goodwill of the business of the Company associated with and symbolized by the Patents as may be necessary or proper in order to enable Dejavu, as a foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights in each of the Patents as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Promissory Note, as if set forth fully herein, and acknowledge that Dejavu has a security interest in each of the Patents, together with the goodwill of the business associated with and symbolized by the Patents; the Company hereby collaterally assigns to Dejavu, as security for the Company's obligations under the Promissory Note, a security interest in each of the Patents and the goodwill of the business associated therewith; and the Company and Dejavu request that the Commissioner of Patents and Trademarks record this document with respect to the Patents.

The security interest is granted in conjunction with the security interest pursuant to the Promissory Note and Company hereby acknowledges and affirms that the rights and remedies of Dejavu with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Promissory Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Notice is deemed to conflict with the Promissory Note, the provisions of the Promissory Note shall control. Upon the payment in full or other satisfaction or discharge of the obligations under the Promissory Note, Dejavu shall execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the security interest in the Patents under this Notice and shall reasonably cooperate with such Company to record or otherwise confirm such release and/or termination.

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Security Interest in Patents as of the 1st day of January, 2012.

CyberTap, LLC

By: 

Name: David Phelps

Title: Manager

Dejavu Technologies, Inc.

By: _____

Name:


Title:

IN WITNESS WHEREOF, the parties hereto have executed this Notice of Security Interest in Patents as of the 1st day of January, 2012.

CyberTap, LLC

By: _____
Name: David Phelps
Title: Manager

Dejavu Technologies, Inc.

By:  _____
Name: Russell C. Cartner
Title: President

SCHEDULE I
to
Notice of Security Interest in Patents

PATENTS

<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Status</u>
7653006	12/046966	03-12-2008	ISSUED
NA	12/778101	05-11-2010	PENDING