

02/28/2012

2/28/12



103641147

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

**1. Name of conveying party(ies)**  
 MicroBlend, Inc. fka MicroBlend Technologies, Inc.  
 Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**  
 Name: Amerivon Investments LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 2815 Townsgate Road, Suite 225  
 City: Westlake Village  
 State: California  
 Country: \_\_\_\_\_ Zip: 91361-3092  
 Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) January 27, 2012  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.  
 A. Patent Application No.(s)  
 B. Patent No.(s)  
 6,221,145; 6,969,190; 7,065,429; 7,132,470; 7,339,000; 7,619,023;  
 7,654,727; 7,695,185; 7,698,021; 7,865,264; 7,919,546; 7,939,593;  
 7,951,855; 8,014,885  
 Additional numbers attached?  Yes  No



**5. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Charles E. McKee  
 Internal Address: \_\_\_\_\_  
 Street Address: 31248 Oak Crest Drive, Suite 100  
 City: Westlake Village  
 State: California Zip: 91361-5671  
 Phone Number: (818) 879-9700  
 Fax Number: (818) 879-9680  
 Email Address: cemckee@nmpm.com

**6. Total number of applications and patents involved:** 14  
**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 560.00  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment information**  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name: AMU11NS 0000000 5281145  
 01 EC-0001

**9. Signature:**  
 \_\_\_\_\_  
 Signature  
 Jeff Pirtle, Chief Financial Officer  
 Name of Person Signing

Date: 2/8/12  
 Total number of pages including cover sheet, attachments, and documents: 16

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

## SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made and entered into as of the 27th day of January, 2012, by and between Amerivon Investments LLC, a Nevada limited liability company (the "Secured Party"), and MicroBlend, Inc., an Arizona corporation (the "Debtor").

### RECITALS

The Debtor is issuing to the Secured Party a Secured Convertible Promissory Note of even date herewith (the "Second Note"), in the original principal amount of Five Hundred Thousand Dollars (\$500,000). Previously, the Debtor issued to the Secured Party a Convertible Promissory Note, dated November 15, 2011 (the "First Note"), in the original principal amount of Seven Hundred Fifty Thousand Dollars (\$750,000). The First Note and the Second Note are referred to as the "Notes." In order to induce the Secured Party to purchase the Second Note, the Debtor shall grant a security interest in the collateral described herein in favor of the Secured Party as security for, among other matters, the Debtor's obligations under the First Note and the Second Note.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. COLLATERAL. The collateral in which the Debtor is granting a security interest pursuant to this Agreement (the "Collateral") is all of the properties and assets of the Debtor set forth in Schedule 1 attached hereto and incorporated herein by this reference.

2. GRANT OF SECURITY INTEREST. Debtor hereby grants, transfers, and assigns to the Secured Party a present and continuing security interest in and to the Collateral to secure (i) repayment of the First Note and each and every obligation thereunder, (ii) repayment of the Second Note and each and every obligation thereunder, (iii) repayment of any future note or obligation of the Debtor to the Secured Party that provides that such note or obligation is secured pursuant to this Agreement, and each and every obligation thereunder, (iv) the performance of each and every obligation under this Agreement, and (v) any and all amendments, extensions, and other modifications of any of the foregoing, including but not limited to amendments, extensions, and other modifications that are evidenced by new or additional documents or that change the terms of any of the foregoing. The Debtor's security interest in the Collateral shall end at such time as all of the foregoing have been satisfied in full. Nothing in this Agreement is intended to conflict with the terms of the Master Marketing Agreement dated November 18, 2011, by and among the Debtor, Corporación Sodimac S.A., and Sodimac Colombia S.A.

3. COVENANTS OF THE DEBTOR.

3.1 Security Documents. Upon request by the Secured Party from time to time, the Debtor shall execute and deliver to the Secured Party any and all documents that the Secured Party reasonably considers necessary or appropriate to effect and maintain the Secured Party's security interest in and to the Collateral and its proceeds, including but not limited to (i) a deed of

trust and power of sale, in form and substance reasonably satisfactory to the Secured Party and its legal counsel, with respect to all real property, (ii) a Financing Statement on Form UCC-1, in form suitable for filing with the county recorder in each county wherein the Debtor has fixtures, with respect to such fixtures, (iii) a blank irrevocable assignment, in form and substance reasonably satisfactory to the Secured Party and its legal counsel, with respect to all certificated and uncertificated securities, chattel paper, notes, drafts, and instruments, (iv) documents to transfer title to each automobile, truck, and vehicle to the Secured Party as the legal owner/lienholder, and (v) a Financing Statement on Form UCC-1, in form suitable for filing with the Secretary of State of any state that the Secured Party may request, with respect to all of the Collateral. The Secured Party may file or record with the appropriate governmental office any document required or permitted by applicable law to be filed or recorded, including but not limited to any of the foregoing or with respect to any patent or application therefor, any trademark or service mark or application therefor, or any copyright or application therefor, and may register the security interest with or give notice thereof to any bank, insurance company, or other person or entity that the Secured Party reasonably considers necessary or appropriate to effect and maintain the Secured Party's security interest in and to the Collateral and its proceeds.

3.2 Delivery of Collateral. On execution of this Agreement, the Debtor shall deliver to the Secured Party all certificated securities, chattel paper, notes, drafts, and instruments that the Debtor has in its possession. Promptly after receipt, the Debtor shall deliver to the Secured Party any certificated securities, chattel paper, notes, drafts, and instruments that the Debtor may acquire in the future.

3.3 Lien Free. Except for the security interest granted pursuant to this Agreement, and an existing lien in favor of Doosan Global Finance, the Debtor shall keep the Collateral free from any and all liens, charges, security interests, or other encumbrances of any kind, except for (i) liens consented to by Secured Party in its sole and absolute discretion, and (ii) additional loans from third parties in the form of notes substantially similar to the Second Note, on terms that are no more favorable to the secured parties than the terms of the Second Note, in an aggregate amount not to exceed Two Million Dollars (\$2,000,000), and provided that such additional liens shall be subordinate to the security interest granted to the Secured Party by this Agreement, which security interest secures all of the obligations provided in each clause of Section 2.

3.4 Transfer of the Collateral.

(a) Inventory. Notwithstanding the Secured Party's claim to proceeds, the Debtor shall not sell, lease, or otherwise transfer or dispose of any Collateral unless the Debtor shall concurrently replace such Collateral with other Collateral that is of equivalent quality and quantity and reasonably acceptable to the Secured Party; provided that as long as the Debtor is not in Default (as defined in Section 6), the Debtor may sell any Collateral consisting of inventory in the ordinary course of the Debtor's business and may receive and dispose of collections on the same.

(b) Other Property. Except for (i) obsolete equipment used in the Debtor's business that does not have a salvage value in excess of One Thousand Dollars (\$1,000) in the aggregate, (ii) personal property that is to be promptly replaced by other personal property to be acquired by the Debtor of substantially equal or greater value, or (iii) as provided in Section 3.4(a), the Debtor

shall not sell, lease, or otherwise dispose of the Collateral or any portion thereof without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld.

3.5 Maintenance of the Collateral. The Debtor shall at all times preserve, maintain, and care for the Collateral and each part thereof in good working order and repair at the Debtor's own cost and expense, and shall use the Collateral only in the ordinary course of business. The Debtor shall not, nor shall it allow any other person or entity, to use the Collateral or any part thereof in such a manner resulting or likely to result in waste or unreasonable deterioration of the Collateral.

3.6 Insurance Policies. The Debtor shall at all times maintain an insurance policy or policies insuring the Collateral against damage or loss resulting from any and all risks to which the Collateral might foreseeably be exposed, including but not limited to fire, theft, risks covered by extended coverage insurance, and such other hazards as the Secured Party may reasonably require, in an amount not less than the lesser of the original principal amount of the Notes or the maximum insurable value of the Collateral. Each policy of insurance shall be issued by an insurance company reasonably acceptable to the Secured Party and shall be reasonably acceptable to the Secured Party in form and substance. Each policy of insurance shall provide for at least thirty (30) days prior written notice to the Secured Party of cancellation or non-renewal and shall contain an endorsement showing loss under such policy payable to the Secured Party. The Secured Party may act as attorney-in-fact for the Debtor in making, adjusting, and settling any claims under any such insurance policies with respect to the Collateral. The Debtor hereby assigns to the Secured Party all of the Debtor's right, title, and interest to any insurance policy insuring the Collateral, including all rights to receive the proceeds of insurance, and directs all insurers to pay all of the Debtor's share of such proceeds directly to the Secured Party and authorizes the Secured Party to endorse the Debtor's name on any instrument for such payment; provided that if a Default has not occurred, then the Debtor shall have the right to receive and use the Debtor's share of the proceeds of any insurance policy. In addition, the Debtor shall maintain at the Debtor's expense, such public liability and third party property damage insurance as shall be acceptable to the Secured Party. Each such policy shall contain an endorsement showing the Secured Party as an additional insured thereunder and providing that the insurance company shall give the Secured Party at least thirty (30) days prior written notice before any such policy shall be altered or cancelled. The Debtor shall furnish certificates, policies, or endorsements to the Secured Party as proof of all such insurance described above, together with evidence of payment of premiums.

3.7 Taxes. The Debtor shall pay when due any and all taxes, assessments, or other charges levied or assessed against the Collateral, or any part thereof.

3.8 Domicile, Name and Principal Place of Business. The Debtor shall not (i) change the state of its incorporation, (ii) or change its name, or (iii) remove its principal place of business or the Collateral from its current location at 1416 West San Pedro Street, Suite 101, Gilbert, Arizona 85233-2409 without providing at least thirty (30) days prior written notice to the Secured Party.

3.9 Certain Fixtures. The Debtor shall not remove that portion of the Collateral consisting of fixtures from the Debtor's premises located at 1416 West San Pedro Street, Suite 101, Gilbert, Arizona 85233-2409 without prior written consent of the Secured Party, which consent the Secured Party may not unreasonably withhold.

3.10 No Violation of Law. The Debtor shall not use any Collateral in violation of any applicable law, rule, or regulation.

3.11 Maintain Records. The Debtor shall at all times keep accurate and complete records with respect to the Collateral, and shall furnish the Secured Party with periodic reports as to the Collateral, in such form and detail and at such times as the Secured Party may reasonably require.

3.12 Monies Received. All monies received because of any court or arbitration award or settlement or insurance payment for any loss or damage to the Collateral, and proceeds from any award or settlement relating to the Collateral shall be treated as part of the Collateral.

3.13 Commercial Tort Claims. The Debtor has no commercial tort claims (as such term is defined in the applicable Uniform Commercial Code) pending other than those set forth on Schedule 1 hereto, as it may be amended from time to time. Promptly upon becoming aware thereof, the Debtor shall notify the Secured Party of any commercial tort claim that may arise, which shall constitute the Debtor's authorization to amend Schedule 1 to add such commercial tort claim.

3.14 Notice. As soon as practicable, and in any event within five (5) days, the Debtor shall notify the Secured Party of any of the following, which notice shall set forth the nature of such event and the action that the Debtor proposes to take with respect thereto:

(a) Any attachment or other legal process levied against any of the Collateral;

(b) Any information received by the Debtor that may in any manner materially and adversely affect the value of the Collateral or the rights and remedies of the Secured Party with respect thereto;

(c) The removal of any of the Collateral to a new location and the removal of any records of the Debtor relating to the Collateral to any location other than that set forth in Section 3.8;

(d) The destruction of or any substantial damage to any material portion of the Collateral; and

(e) Any Default or event that if not cured would become a Default.

4. REPRESENTATIONS AND WARRANTIES. The Debtor hereby represents and warrants to the Secured Party as follows:

4.1 Ownership. Except for the security interest created by this Agreement, the Debtor is the lawful owner, beneficially and of record, of the Collateral, free and clear of all claims, liens, charges, security interests, encumbrances, or restrictions of any kind whatsoever, except for the existing lien in favor of Doosan Global Finance, and the Debtor has not sold, transferred, encumbered, alienated, or permitted to exist any lien or encumbrance on all or any part of the Collateral, other than in the ordinary course.

4.2 Valid Security Interest. This Agreement creates in favor of the Secured Party a valid security interest in the Collateral securing the payment and performance of the Notes and the other obligations secured by this Agreement. No authorization or approval of or filing with or notice to any governmental authority or regulatory body is required (i) for the grant by the Debtor of, or the effectiveness of, the security interest in the Collateral granted hereby, or (ii) except for the filing of a UCC-1 Financing Statement with the Arizona Secretary of State, or other notice filings with other governmental agencies, for the perfection of or exercise by the Secured Party of its rights and remedies hereunder.

4.3 Total Assets. The Collateral represents all of the assets and properties of the Debtor.

4.4 Organization. The Debtor is an Arizona corporation and its organizational identification number assigned by the Arizona Secretary of State is 1016286-9.

4.5 Survival. The representations and warranties of the Debtor shall survive the execution and delivery of this Agreement.

## 5. RIGHTS OF THE SECURED PARTY.

5.1 Inspection. The Secured Party may, during normal business hours enter the premises of the Debtor where the Collateral or any part thereof is located and inspect the Collateral or any records pertaining to the Collateral and make abstracts therefrom or copies thereof.

5.2 Discharge Taxes or Encumbrances; Insurance. The Secured Party may, in its sole discretion, discharge taxes or other encumbrances at any time levied or placed upon the Collateral, or obtain insurance coverage for the Collateral if any Debtor fails to obtain such insurance coverage. The Debtor shall reimburse the Secured Party on demand for any and all expenses so made. Until such expenses are paid by the Debtor, the amount thereof shall be an obligation secured by the Collateral. The Secured Party shall have no obligation to the Debtor to make any such expenditure nor shall the making thereof relieve the Debtor of any default.

6. DEFAULT. A default ("Default") under this Agreement shall exist immediately upon the occurrence of any one or more of the following events, without any requirement of notice to the Debtor:

6.1 Default Under the Notes. The Debtor is in default under either of the Notes.

6.2 Uncured Breach. The Debtor fails to perform or observe any term, covenant, or agreement contained in this Agreement, which failure or breach is not otherwise described in this Section 6 as a Default, which is not cured (to the extent such failure or breach is curable) within thirty (30) days after written notice thereof from the Secured Party, provided that no breach of Section 3.8 may be cured.

6.3 Representation Untrue. Any representation, warranty, or statement made or deemed made by the Debtor in this Agreement or in that certain Amendment No. 7 to Amended and Restated Financing Agreement, of even date herewith, or any statement or certificate delivered or

required to be delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made.

6.4 Suspension of Business. The Debtor voluntarily suspends the transaction of business or allows to be suspended, terminated, revoked, or expired any permit, license, or approval of any governmental body necessary to conduct the Debtor's business as currently being conducted.

6.5 Material Adverse Change. There has been a material adverse change in the Debtor or its business, results of operations, assets, or financial condition since the date hereof.

6.6 Material Impairment. There is a material impairment of the prospect of repayment of any portion of the amounts owing to the Secured Party pursuant to the Notes or otherwise, or a material impairment of the value or priority of the security interests in the Collateral.

6.7 Destruction or Damage to the Collateral. There is the destruction of or damage to a material portion of the Collateral, whether or not covered by insurance.

6.8 Attachment. Any writ of execution, attachment, or judgment lien shall be issued against any property of the Debtor that is not be discharged, bonded against, or released within thirty (30) days after the issuance or attachment of such writ or lien.

6.9 Judgment. A judgment or other claim becomes a lien upon any material portion of the Collateral which lien has not been removed, discharged, or bonded against within five (5) business days of its attachment.

7. REMEDIES. Upon the occurrence of a Default, the Secured Party shall have all the rights, powers, and remedies afforded to a secured party under this Agreement or applicable Uniform Commercial Code, as in effect from time to time, either concurrently or separately. Such rights, powers, and remedies are cumulative and the exercise by the Secured Party of any one or more of such rights, powers, or remedies shall not preclude the Secured Party from any other or further exercise thereof, or the exercise of any other right, power, or remedy available to it under this Agreement or at law or in equity. In addition to the rights, powers, and remedies provided to the Secured Party by law, the Secured Party may also with notice to the Debtor:

7.1 Accounts. With respect to any and all accounts assigned hereunder (the "Accounts") (i) notify any and all obligors that the Accounts have been assigned to the Secured Party and/or that all payments on the Accounts are to be made directly to the Secured Party, (ii) settle, compromise, or release on terms acceptable to the Secured Party, in whole or in part, any amounts owing on the Accounts, (iii) enforce payment and prosecute any action or proceeding with respect to the Accounts, (iv) extend the time of payment, make allowances and adjustments with respect to the Accounts in the Secured Party's name or in the name of the Debtor, and (v) have a receiver appointed to collect the Accounts, to otherwise exercise the Secured Party's rights and remedies hereunder, and/or to exercise such other rights or remedies as may be approved by the applicable court in connection therewith;

7.2 Possession. Enter on the Debtor's premises to take possession of the Collateral and remove it from the Debtor's premises;

7.3 Assembly. Require the Debtor to assemble the Collateral and make its possession available to the Secured Party at a place and time that is reasonably convenient to both the Debtor and the Secured Party, whether at the premises of the Debtor or elsewhere, and the Debtor shall make all premises and facilities of the Debtor available to the Secured Party for the purpose of the Secured Party's taking possession of the Collateral or removing or putting the Collateral in saleable form;

7.4 Disposition. Enter on the Debtor's premises, render the Collateral unusable, and dispose of it on the Debtor's premises in the manner provided by the Uniform Commercial Code;

7.5 Repair. If any Collateral requires repair, maintenance, preparation, or the like, or is in process or other unfinished state, the Secured Party has the right to perform all repairs, maintenance, preparation, and other processing and completion of manufacture required to put the same in such saleable form as the Secured Party deems appropriate, but the Secured Party shall also have the right to sell or dispose of such Collateral without any such processing; and

7.6 Sale. The Secured Party shall give the Debtor at least ten (10) days prior written notice of the time and place of any public sale of the Collateral or the time after which private sale of the Collateral is to be made. The Secured Party may bid on or purchase any or all of the Collateral at any public or private sale.

8. FACILITATION OF RIGHTS AND REMEDIES. To facilitate the exercise by the Secured Party of the rights and remedies set forth in this Agreement, in the event of a Default the Debtor authorizes Secured Party to exercise any or all of the following powers:

8.1 Control of the Collateral. To enter any premises where any Collateral may be located for the purpose of taking possession of or removing such Collateral, to remove from any premises where any Collateral may be located the Collateral and any and all documents, instruments, files, and records relating to the Collateral, and any receptacles and cabinets containing the same, and to use the supplies and space of the Debtor at any or all of its places of business as may be necessary or appropriate to properly administer and control the Collateral or the handling of collections and realizations thereon, at the Debtor's cost and expense;

8.2 Mail. To receive, open, and dispose of all mail addressed to the Debtor and notify postal authorities to change the address for delivery thereof to such address as the Secured Party may designate;

8.3 Collection. To take or bring, in the Secured Party's name or in the name of the Debtor, all steps, actions, suits, or proceedings deemed necessary or desirable by the Secured Party to effect collection or to realize upon Accounts and any other Collateral; and

8.4 Filings. To prepare, sign, and file or record, for the Debtor in the Debtor's name, financing statements, applications for registration, and like papers.

9. APPLICATION OF PROCEEDS. From the net cash proceeds resulting from any collection, liquidation, sale, or other disposition of the Collateral by the Secured Party, the Secured Party shall be entitled to retain (i) all sums secured pursuant to this Agreement, (ii) all reasonable ex-



penses of retaking, holding, preparing for sale, and selling the Collateral, and (iii) all reasonable legal expenses and attorneys' fees incurred in connection with the sale of the Collateral.

10. ACTIONS BY THE SECURED PARTY FOLLOWING DEFAULT. While any Default remains uncured, the Secured Party shall have the right (but no obligation) to take such actions (in its name or in the name of a Debtor) as the Secured Party reasonably deems appropriate to cure any default by the Debtor under any agreement that constitutes part of the Collateral or to otherwise protect the rights and interests of the Debtor and/or the Secured Party under any such agreement. The Secured Party shall incur no liability as a result of any such action if such action is taken in good faith in accordance with the foregoing, and the Debtor shall defend, indemnify, and hold the Secured Party harmless from and against all claims, demands, causes of action, liabilities, losses, costs, and expenses (including court costs and attorneys' fees) arising from or in connection with any such good-faith action.

11. SPECIFIC ASSIGNMENTS AND CONSENTS. Upon the Secured Party's demand from time to time, (i) while any Default remains uncured, the Debtor shall execute and deliver to the Secured Party an assignment of contract(s), in form and substance satisfactory to the Secured Party, which specifically describes one or more of the agreements assigned hereunder, and (ii) the Debtor shall use its best efforts to obtain and deliver to the Secured Party a consent to assignment, in form and substance satisfactory to the Secured Party, pursuant to which any party other than the Debtor to any agreement assigned hereunder consents to such assignment and agrees to recognize the Secured Party as the Debtor's successor in the event that the Secured Party succeeds to the Debtor's interests.

12. SECURED PARTY'S COSTS AND EXPENSES. The Debtor shall reimburse the Secured Party on demand for all reasonable costs and expenses (including attorneys' fees and costs) incurred by the Secured Party in connection with the enforcement of this Agreement, regardless of whether any suit is filed, including without limitation all costs and expenses incurred in checking, retaking, holding, handling, preparing for sale, and selling or otherwise disposing of any and all Collateral. Such reimbursement obligations shall bear interest from the date of demand at the same interest rate as set forth in the Notes.

13. OBLIGATIONS UNCONDITIONAL. The Debtor's obligation to perform and observe the agreements and covenants contained herein shall be absolute and unconditional, irrespective of (i) any lack of validity or enforceability of this Agreement, the Notes, or any agreement entered into in connection with the foregoing, or any portion hereof or thereof, (ii) any change in the time, manner, or place of payment or performance of, or in any other term of, any or all of the obligations secured by the security interest granted hereby, or any other amendment or waiver of or any consent to any departure from the Notes, this Agreement, or any other agreement entered into in connection with the foregoing, (iii) any exchange, release, or nonperfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guaranty, or any other security, for all or any of the obligations secured by the security interest granted hereby, (iv) any action by the Secured Party to obtain, adjust, settle, or cancel in its sole discretion any insurance claim, or any matter made or arising in connection with the Collateral, or (v) any other circumstance that might otherwise constitute any legal or equitable defense available to a Debtor, or a discharge of all or any part of the security interest granted hereby. Until such time as all obligations secured by this Agreement have been fully paid and performed, the Debtor (a) shall perform and observe all of its agreements and covenants contained in this Agreement, and (b) shall not terminate

this Agreement for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction of, or damage to, the Collateral, commercial frustration of purpose, any change in the laws of the United States of America, any state or any political subdivision thereof, any applicable Uniform Commercial Code, or any failure of the Secured Party to perform or observe any agreement, whether express or implied, or any duty, liability, or obligation, arising out of or in connection with this Agreement.

14. NONLIABILITY AND INDEMNITY OF THE SECURED PARTY. The Debtor hereby agrees that neither the Secured Party's acceptance of the security interests granted hereunder nor any exercise by the Secured Party of its rights and remedies hereunder shall be deemed to be an assumption by the Secured Party of any of the Debtor's obligations and liabilities under the terms of any of the Collateral.

15. ATTORNEY-IN-FACT. The Debtor hereby constitutes and appoints the Secured Party as its attorney-in-fact for the purposes of (i) carrying out the provisions of this Agreement, (ii) taking any and all actions and executing any and all instruments that the Secured Party reasonably deems necessary or advisable to accomplish the purposes of this Agreement and/or to protect the Secured Party's interests with respect to the Collateral, and (iii) while any Default remains uncured, enforcing the Debtor's rights (in the Secured Party's name or in the Debtor's name) under any agreement that constitutes part of the Collateral. The Secured Party may exercise power as attorney-in-fact with respect to clauses (i) and (ii) only if (a) the Secured Party makes written demand on the Debtor and the Debtor refuses or fails to perform as requested within ten (10) days of such request, or (b) while any Default remains uncured. In furtherance of clause (iii), the Debtor shall deliver to the Secured Party, upon the Secured Party's demand while any Default remains uncured, all documents that the Secured Party reasonably deems appropriate to permit the Secured Party's succession to the Debtor's rights and interests and to facilitate the enforcement by the Secured Party of the Debtor's rights with respect to such agreements. The power of attorney granted hereunder is coupled with an interest and is irrevocable.

16. GENERAL PROVISIONS.

16.1 Amendment. All amendments or modifications of this Agreement shall be in writing and shall be signed by each of the parties hereto.

16.2 Waiver. Any waiver of any right, power, or privilege hereunder must be in writing and signed by the party being charged with the waiver. No delay on the part of any party hereto in exercising any right, power, or privilege hereunder shall operate as a waiver of any other right, power, or privilege hereunder, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

16.3 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or sent by overnight courier or by certified mail, return receipt requested. Notices delivered personally or sent by overnight courier shall be effective on the date received, while notices sent by certified mail, return receipt requested, shall be deemed to have been received and to be effective three (3) business

days after deposit into the mail. Notices shall be given to the parties at the following respective addresses, or to such other addresses as any party shall designate in writing:

If to the Secured Party:

Mr. John E. Tyson  
Chief Executive Officer  
Amerivon Investments LLC  
2815 Townsgate Road  
Suite 225  
Westlake Village, California 91361-3092

If to the Debtor:

Mr. Melvin J. Sauder  
Chief Executive Officer  
MicroBlend, Inc.  
1416 West San Pedro Street  
Suite 101  
Gilbert, Arizona 85233-2409

16.4 Successors and Assigns. This Agreement and each of its provisions shall be binding upon and shall inure to the benefit of the parties hereto and their respective administrators, successors, and assigns. Nothing in this Section 16.4 shall be deemed to allow any transfer of the Collateral without satisfaction of the provisions of Section 3.4.

16.5 Law Governing. This Agreement has been negotiated, executed, and delivered and shall be performed in the State of Nevada and shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, without regard for its conflict of laws rules. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Nevada and the United States District Court situated in the State of Nevada for the purposes of construing and enforcing this Agreement. The parties hereby agree that the arbitration provision set forth in the Amended and Restated Financing Agreement, dated as of December 10, 2008, as amended, shall not apply to the interpretation or enforcement of this Agreement or the Notes.

16.6 Attorneys' Fees. Should a lawsuit be commenced to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees, in addition to any other relief or recovery to which such party may be entitled.

16.7 Counterparts. This Agreement may be executed in two or more counterparts, including by facsimile transmission and e-mail of a scanned signature page, all of which together shall constitute a single instrument.

16.8 Severability of Provisions. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16.9 Construction. The headings in the sections of this Agreement are for convenience only and shall not constitute a part hereof. Whenever the context so requires, the masculine shall include the feminine and the neuter, the singular shall include the plural, and conversely. All

references to numbered sections contained herein refer to the sections of this Agreement unless otherwise expressly stated. The terms and all parts of this Agreement shall in all cases be interpreted simply and according to their plain meaning and neither for nor against any party hereto.

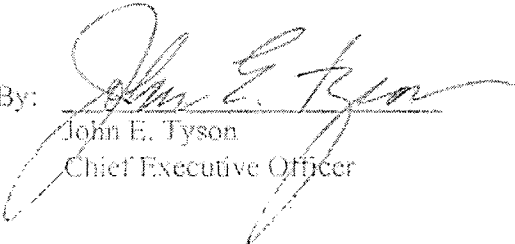
16.10 Waiver of Trial by Jury. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT, OR PROCEEDING IN CONNECTION WITH OR ARISING OUT OF (i) THIS AGREEMENT, (ii) THE NOTES, (iii) THE RELATIONSHIP BETWEEN THEM OF DEBTOR AND SECURED PARTY, (iv) ANY CLAIM OF INJURY OR DAMAGE RELATING TO ANY OF THE FOREGOING, OR (v) THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE WITH RESPECT THERETO. THE PARTIES INTEND THAT THE SHAREHOLDERS, MEMBERS, OFFICERS, MANAGERS, AGENTS, EMPLOYEES, ATTORNEYS, AND REPRESENTATIVES OF THE DEBTOR AND THE SECURED PARTY BE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION 16.10. THE PARTIES HAVE HAD THE OPPORTUNITY TO OBTAIN THE ADVICE OF LEGAL COUNSEL BEFORE SIGNING THIS AGREEMENT AND ACKNOWLEDGE THAT THEY HAVE VOLUNTARILY AGREED TO THIS WAIVER OF THEIR RIGHT TO A TRIAL BY JURY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.**

[signatures on the next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Amerivon Investments LLC

MicroBlend, Inc.

By:   
John E. Tyson  
Chief Executive Officer

By: \_\_\_\_\_  
Melvin J. Sauder  
Chief Executive Officer

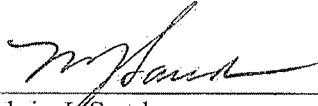
By: \_\_\_\_\_  
Dan Trevino  
Secretary

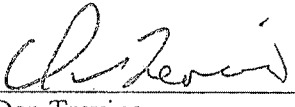
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Amerivon Investments LLC

MicroBlend, Inc.

By: \_\_\_\_\_  
John E. Tyson  
Chief Executive Officer

By:   
\_\_\_\_\_  
Melvin J. Sauder  
Chief Executive Officer

By:   
\_\_\_\_\_  
Dan Trevino  
Secretary

## SCHEDULE 1

### Description of Collateral

All of the Debtor's present or after-acquired properties and assets, whether real, personal, or mixed, tangible or intangible, owned or possessed by the Debtor, including but not limited to:

(a) All present and future real property or any interest in real property, including without limitation improvements on real property, leasehold interests, and options;

(b) All present and future goods, inventory, and equipment, as those terms are defined in the Uniform Commercial Code, including without limitation furniture and furnishings, fixtures and trade fixtures, consumer goods, appliances, machinery, and all other materials, supplies, and equipment of every kind and nature;

(c) All present and future cash, accounts, general intangibles, notes, chattel paper, contract rights, rights to payment, deposit accounts, certificates of deposit, and instruments and documents as those terms may be defined in the Uniform Commercial Code, including without limitation: (i) all rights to the payment of money, including escrow proceeds arising out of the sale or other disposition of all or any portion of the Debtor's property, (ii) all leases, licenses, and other agreements relating to the occupancy or use of any portion of any real or personal property used, owned or controlled by the Debtor, (iii) all names under which the Debtor is now or hereafter known and all rights to carry on business under any such names or any variant thereof, (iv) all trademarks and applications therefor, trade names, logos, designs, and symbols relating to the Debtor and/or the Debtor's business, (v) all patents and applications therefor, (vi) all copyrights, applications therefor, and copyrightable material, (vii) all goodwill, choses in action, trade secrets, computer programs, software, customer lists, advertising material, licenses, technology, formulas, processes, and proprietary information owned by the Debtor or relating to the Debtor's business, (viii) all insurance proceeds arising out of or incidental to the ownership, use, or operation of the Debtor's business, (ix) all reserves, deferred payments, deposits, refunds, cost savings, bonds, insurance policies, and payments of any kind relating to the Debtor's business, (x) all shares of stock or other evidence of ownership of any part of or interest in any entity that is owned by the Debtor alone or in common with others, and (xi) all supplements, modifications, and amendments to the foregoing;

(d) All present and future books and records used in connection with the development, operation, use, occupancy, or maintenance of the Debtor's business, including, without limitation books of account and ledgers of every kind and nature, all electronically recorded data relating to the Debtor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

(e) All present and future inventory and merchandise owned by the Debtor, including, without limitation all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts, or documents of title relating to any of the foregoing;

(f) All present and future stocks, bonds, debentures, certificated and uncertificated securities, subscription rights, options, warrants, puts, calls, certificates, partnership interests, joint venture interests, investments and/or brokerage accounts owned by the Debtor and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto;

(g) All present and future office equipment, including, without limitation, safes, and cash registers; and accounting, duplicating, data processing, communication, switchboard, and related equipment owned by the Debtor;

(h) All present and future commercial tort claims, as such term is defined in the Nevada Uniform Commercial Code, each of which is listed below;

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(i) All present and future automobiles, trucks, and vehicles; and

(j) All present and future accessions, additions, attachments, replacements, substitutions, and proceeds of or to any or all of the foregoing.